
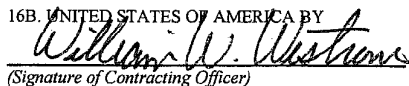


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE AC		PAGES OF PAGES 1 1 1	
2. AMENDMENT/MODIFICATION M015		3. EFFECTIVE DATE See Block 16.C		4. REQUISITION/PURCHASE REQ. NO. NOPR	
5. PROJECT NO. (If applicable)					
6. ISSUED BY U. S. Department of Energy National Nuclear Security Administration P. O. Box 2001 Oak Ridge, TN 37831		7. ADMINISTERED BY (If other than Item 6)		CODE 1 _____	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BWXT Y-12 P. O. Box 2009 MS 8014 Oak Ridge, TN 37831-8014		(X)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER DE-AC05-00OR22800	
				10B. DATED (SEE ITEM 13) August 31, 2000	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION					
<p>____ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers ____ is extended. ____ is not extended.</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning ____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOU ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ ORDERS, IT MODIFIES CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Public Law 95-91 and Mutual Agreement					
E. IMPORTANT: Contractor ____ is not, X is required to sign this document and return 2 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/ MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
Attachment E to the contract is deleted and replaced with the attached Requirements Change Notice NNSA-02A dated 4/30/2001.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A and 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) Ron Wessel Director, Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) William W. Wistrom Contracting Officer			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 5/9/01		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	
				16C. DATE SIGNED 5/9/01	

<h2 style="text-align: center;">REQUIREMENTS CHANGE NOTICE</h2>		No.
		NNSA-02A
		Page 1 of 16 Pages
Project	Location	
Baseline List of Required Compliance Documents	Oak Ridge, Tennessee	
Contractor		
BWXT Y-12, L.L.C.		
Contract No. DE-AC05-00OR22800 I.116 Laws, Regulations, and DOE Directives (June 1997) DEAR 970.5204-78	Date of Contract August 31, 2000	
<p>This Requirements Change Notice (RCN) No. NNSA-02A incorporates into Section J, Attachment E, Contract No. DE-AC05-00OR22800, the attached list of applicable documents which have been assessed against the terms and conditions of the subject contract in accordance with the above referenced clause. Changes to Section J, Attachment E, are indicated by bold type.</p> <p>Below is a list of the directives incorporated herein:</p> <p>Additions:</p> <p>DOE O 551.1A DOE M 573.1-1</p> <p>NOTE: The above directives are incorporated due to inadvertent omission from Requirements Change Notice (RCN) NNSA-02.</p> <p>Delete:</p> <p>DOE 1500.3</p> <p>NOTE: The above directive was deleted by RCN NNSA-01; it was inadvertently added back into RCN NNSA-02.</p> <p>Update:</p> <p>ORO O 470, Chapter VII - Added a Note reference document which was inadvertently deleted by RCN NNSA-02.</p>		
DOE Authorizing Signature		Date:
Diane McCarten, Contracting Officer's Representative for Directives		04/30/2001

REQUIREMENTS CHANGE NOTICE

No.

NNSA-02A

Page 1 of 16 Pages

Project

Location

Baseline List of Required Compliance Documents

Oak Ridge, Tennessee

Contractor

BWXT Y-12, L.L.C.

Contract No.

DE-AC05-00OR22800

I.116 Laws, Regulations, and DOE Directives (June 1997) DEAR 970.5204-78

Date of Contract

August 31, 2000

This Requirements Change Notice (RCN) No. NNSA-02A incorporates into Section J, Attachment E, Contract No. DE-AC05-00OR22800, the attached list of applicable documents which have been assessed against the terms and conditions of the subject contract in accordance with the above referenced clause. Changes to Section J, Attachment E, are indicated by bold type.

Below is a list of the directives incorporated herein:

Additions:

DOE O 551.1A
DOE M 573.1-1

NOTE: The above directives are being re-added due to erroneous omission from Requirements Change Notice (RCN) NNSA-02.

Delete:

DOE 1500.3

NOTE: The above directive was deleted by RCN NNSA-01; it was erroneously added back into RCN NNSA-02.

Update:

ORO O 470, Chapter VII - Added a Note reference document

DOE Authorizing Signature

Date:

Diane McCarten, Contracting Officer's Representative for Directives

04/30/2001

SECTION J, ATTACHMENT E3 BASELINE LIST OF REQUIRED COMPLIANCE DOCUMENTS

DOE DIRECTIVES

	<u>REQUIRED COMPLIANCE</u>	<u>DATE</u>	<u>TITLE</u>	<u>THROUGH CHANGE</u>	<u>NOTES (*)</u>
DOE	O 110.3 Compliance: Implementation will be in accordance with the Implementation Plan submitted to DOE-ORO on June 1, 2000.	11/03/1999	Conference Management		
DOE	O 130.1	09/29/1995	Budget Formulation Process		
DOE	O 137.1A	08/30/1999	Plan for Operating in the Event of a Lapse in Appropriations		
DOE	M 140.1-1A	01/26/1999	Manual for DOE Interface with Defense Nuclear Facilities Safety Board		
DOE	N 142.1	07/14/1999	Unclassified Foreign Visits And Assignments		3
DOE	O 200.1	09/30/1996	Information Management Program		
DOE	M 200.1-1	03/1997	Telecommunications Security Manual		
DOE	N 203.1	10/02/2000	Software Quality Assurance		
DOE	N 205.1 Compliance: Implementation is in accordance with the LMES Implementation Plan approved by DOE-ORO on August 11, 2000.	07/26/1999	Unclassified Cyber Security Program		3
DOE	N 205.2	11/01/1999	Foreign National Access to DOE Cyber Systems		3
DOE	N 205.3	11/23/1999	Password Generation, Protection, And Use		3
DOE	O 224.1	12/08/1997	Contractor Performance-Based Business Management Process		
DOE	O 241.1	08/17/1998	Scientific and Technical Information Management		
DOE	N 251.37	09/01/2000	Extension Of DOE Notices On Security		
DOE	O 252.1	11/19/1999	Technical Standards Program		
DOE	N 311.1	12/21/2000	Extension of DOE Order 311.1A, Equal Employment Opportunity And Diversity Program		

SECTION J, ATTACHMENT E3 BASELINE LIST OF REQUIRED COMPLIANCE DOCUMENTS

DOE DIRECTIVES

	<u>REQUIRED COMPLIANCE</u>	<u>DATE</u>	<u>TITLE</u>	<u>THROUGH CHANGE</u>	<u>NOTES (*)</u>
DOE	O 311.1A	12/30/1996	Equal Employment Opportunity and Diversity Program Compliance: Implementation will be in accordance with an implementation plan accepted by DOE March 31, 1998.		
DOE	O 350.1	09/30/1996	Contractor Human Resource Management Programs	Change 1 05/08/1998	
DOE	N 350.5	04/15/1999	Use of Facility Contractor Employees for Services to DOE in The Washington D.C., Area		
DOE	O 412.1	04/20/1999	Work Authorization System		
DOE	N 413.1	12/10/1999	Extension of DOE O 413.1 Management Control Program		
DOE	O 413.1	12/06/1995	Management Control Program		
DOE	O 413.3	10/13/2000	Program And Project Management For The Acquisition Of Capital Assets Note: Supersedes paragraphs 6e(7); 7a(3); 7b(11) and (14); 7c(4), (6), (7), (11) and (16); 7d(4) and (8); 7e(3), (10) and (17); and, Attachment 1, Definitions (item 30 - Line Item Project, item 42 - Project, item 48 - Strategic System) and Attachment 2, Contractor Requirements Document (paragraph 1d regarding a project management system) of DOE O 430.1A. Compliance: Compliance will be in accordance with approval of an Implementation Plan to be submitted by June 28, 2001.		
DOE	O 430.1A	10/14/1998	Life Cycle Asset Management Compliance: LMES letter dated March 15, 1999, stated a non-compliance issue related to DOE funding which is under consideration by the COR. Note: DOE O 413.3 supersedes and replaces paragraphs 6e(7); 7a(3); 7b(11) and (14); 7c(4), (6), (7), (11) and (16); 7d(4) and (8); 7e(3), (10) and (17); and, Attachment 1, Definitions (item 30 - Line Item Project, item 42 - Project, item 48 - Strategic System) and Attachment 2, Contractor Requirements Document (paragraph 1d regarding a project management system).		
DOE	N 430.3	12/13/2000	Extension Of DOE Order (O) 430.2, In-House Energy Management		
DOE	O 430.2	06/13/1996	In-House Energy Management Compliance: Implementation will be in accordance with an implementation plan accepted by DOE July 21, 1997.		

SECTION J, ATTACHMENT E3 BASELINE LIST OF REQUIRED COMPLIANCE DOCUMENTS

DOE DIRECTIVES

	<u>REQUIRED COMPLIANCE</u>	<u>DATE</u>	<u>TITLE</u>	<u>THROUGH CHANGE</u>	<u>NOTES (*)</u>
DOE	O 442.1	02/01/1999	Department Energy Employee Concerns Program		
DOE	O 443.1	05/15/2000	Protection Of Human Subjects		
DOE	M 452.4-1	07/01/1999	Protection of Use Control Vulnerabilities and Designs		
DOE	N 470.1	09/23/1999	Extension of DOE O 470.1, Safeguards and Security Program		3
DOE	O 470.1	09/28/1995	Safeguards and Security Program	Change 1 06/21/1996	
DOE	N 470.2	12/15/2000	Reporting Unofficial Foreign Travel		
DOE	O 470.2A	03/01/2000	Security And Emergency Management Independent Oversight And Performance Assurance Program		
DOE	M 471.1-1	06/30/2000	Identification and Protection Of Unclassified Controlled Nuclear Information Manual		
DOE	O 471.1A	06/30/2000	Identification and Protection Of Unclassified Controlled Nuclear Information		
DOE	N 471.2	09/23/1999	Extension of DOE O 471.2A, Information Security Program		3
DOE	O 471.2A	03/27/1997	Information Security Program		
DOE	M 471.2-1B	01/06/1999	Classified Matter Protection and Control Manual Compliance: Implementation to be in accordance with an implementation plan submitted to DOE on August 5, 1999.		
DOE	M 471.2-2	08/03/1999	Classified Information Systems Security Manual Note: DOE N 205.3 cancels and replaces Paragraphs 4.j.(2) and (6), Chapter VI, plus Paragraph 12.a.(2)(a), Chapter VII.		
DOE	M 471.2-3	04/20/2000	Special Access Program Policies, Responsibilities, And Procedures Manual		
DOE	O 472.1B	03/24/1997	Personnel Security Activities		
DOE	M 472.1-1A	11/16/2000	Personnel Security Program Manual		

SECTION J, ATTACHMENT E3 BASELINE LIST OF REQUIRED COMPLIANCE DOCUMENTS

DOE DIRECTIVES

	<u>REQUIRED COMPLIANCE</u>	<u>DATE</u>	<u>TITLE</u>	<u>THROUGH CHANGE</u>	<u>NOTES (*)</u>
DOE	N 473.4	05/26/2000	Department of Energy Badges		
DOE	N 473.5	06/05/2000	Security Area Vouching And Piggybacking		
DOE	N 473.6	09/18/2000	Security Conditions Compliance: DOE Office of Security and Emergency Operations will allocate funding or provide priority guidance necessary to meet increased Security Condition (SECON) levels imposed by the Notice.		
DOE	N 473.7	10/26/2000	Explosive Detection Program Compliance: Compliance will be contingent upon allocation of required funding and in accordance with approval of an Implementation plan to be submitted by July 26, 2001.		
DOE	O 474.1A	11/20/2000	Control and Accountability of Nuclear Materials Compliance: Compliance will be in accordance with approval of a revised Implementation Plan to be submitted by July 19, 2001.		
DOE	M 474.1-1A	11/22/2000	Manual for Control and Accountability of Nuclear Materials Compliance: Compliance will be in accordance with approval of a revised Implementation Plan to be submitted by July 19, 2001.		
DOE	M 474.1-2	02/10/1998	Nuclear Materials Management and Safeguards System Reporting and Data Submission	Change 2 11/16/1998	
DOE	M 475.1-1	05/08/1998	Identifying Classified Information		
DOE	O 481.1	09/30/1996	Work for Others (Non-Department of Energy Funded Work)		
DOE	M 481.1-1	09/30/1996	Reimbursable Work for Non-Federal Sponsors Process Manual		
DOE	N 534.1	09/29/1999	Extension of DOE O 534.1, Accounting		
DOE	O 534.1	09/29/1995	Accounting		
DOE	O 551.1A	08/25/2000	Official Foreign Travel		
DOE	M 573.1-1	07/12/2000	Mail Services User's Manual		
DOE	1270.2B	06/23/1992	Safeguards Agreement with the Int'l Atomic Energy Agency (IAEA)		1

SECTION J, ATTACHMENT E3 BASELINE LIST OF REQUIRED COMPLIANCE DOCUMENTS

DOE DIRECTIVES

	<u>REQUIRED COMPLIANCE</u>	<u>DATE</u>	<u>TITLE</u>	<u>THROUGH CHANGE</u>	<u>NOTES (*)</u>
DOE	1340.1B	01/07/1993	Management of Public Communications & Scientific, Technical, & Engineering Publications		
DOE	1350.1	10/28/1981	Audio Visual & Exhibits Management	Change 1 03/26/1984	
DOE	1450.4	11/12/1992	Consensual Listening-In to or Recording Telephone/Radio Conversations		
DOE	2030.4B	05/18/1992	Reporting Fraud, Waste, & Abuse		
DOE	2100.8A	01/27/1993	Cost Accounting, Cost Recovery, & Interagency Sharing of Informational Technical Facilities		
DOE	2110.1A	07/14/1988	Pricing of Departmental Materials & Services	Change 2 05/18/1992	
	<p>Compliance: Change 2 of the Order failed to incorporate interim guidance, "Policy on Waiver of DOE's Added Factor and Depreciation." Subsequent clarification from ORO confirmed the need to continue following this interim guidance.</p> <p>Compliance: Implementation will be in accordance with DOE-ORO letter from J. R. Martin, Director, Finance Division, dated August 3, 1994, regarding the application of the departmental added factor (DAF) based on the source of funds. Effective August 3, 1994 the DAF rate will be applied to any work performed for a non-Federal entity (as opposed to full cost factor and depreciation normally applied to private work) if the work is financed from another Federal entity. Written documentation should be provided from the non-Federal entity or the other Federal agency. This change in policy applies only to new work.</p> <p>Compliance: Implementation will be in accordance with DOE memorandum from Elizabeth E. Smedley, Controller, dated August 25, 1994, regarding the waiver of the added factor and depreciation for small businesses and nonprofit organizations participating in funds-in agreements, effective October 1, 1994. This waiver is valid for one year, through September 30, 1995.</p>				
DOE	2300.1B	06/08/1992	Audit Resolution & Follow-up		
DOE	2320.1C	05/18/1992	Cooperation with the Office of Inspector General		
DOE	2320.2B	05/18/1992	Establishment of Departmental Position on Inspector General Reports		1

SECTION J, ATTACHMENT E3 BASELINE LIST OF REQUIRED COMPLIANCE DOCUMENTS

DOE DIRECTIVES

	<u>REQUIRED COMPLIANCE</u>	<u>DATE</u>	<u>TITLE</u>	<u>THROUGH CHANGE</u>	<u>NOTES (*)</u>
DOE	2321.1B	05/14/1992	Auditing of Programs & Operations		1
DOE	2340.1C	06/08/1992	Coordination of General Accounting Office Activities		1
DOE	5560.1A	05/08/1985	Priorities & Allocations Program		
AL	56XB, REV 1	02/01/1992	Development and Production Manual		
DOE	5610.2	08/01/1980	Control of Weapons Data	Change 1 09/02/1986	
DOE	5632.1C	07/15/1994	Protection and Control of Safeguards and Security Interests		
DOE	5632.1C-1	07/15/1994	Manual for Protection and Control of Safeguards and Security Interests	Change 1 04/10/1996	
MANUAL					
Note: Chapter XI is canceled by DOE O 470.1.					
Note: Chapter III, paragraphs 1, 2, and 4 through 9 are canceled by DOE O 471.2.					
DOE	5639.8A	07/23/1993	Security of Foreign Intelligence Info & Sensitive Compartmented Information Facilities		
DOE	5660.1B	05/26/1994	Management of Nuclear Materials		
DOE	5670.1A	01/15/1992	Management & Control of Foreign Intelligence Compliance: Implementation is in accordance with MMES letter No. AE92-044 dated June 10, 1992		
DOE	5670.3	09/04/1992	Counterintelligence Program		
SEN-	34-91	08/15/1991	Implementation of the Chief Financial Officers Act of 1990		1

**SECTION J, ATTACHMENT E
 BASELINE LIST OF
 REQUIRED COMPLIANCE DOCUMENTS**

ORO DIRECTIVES

	<u>REQUIRED COMPLIANCE</u>	<u>DATE</u>	<u>TITLE</u>	<u>THROUGH CHANGE</u>	<u>NOTES (*)</u>
ORO	O 130	05/15/1996	BUDGET		
	Chapter II	05/15/1996	Shutdown of Departmental Operations Upon Failure of Congress to Enact Appropriations	Change 2 07/28/1999	
ORO	O 140	05/15/1996	EXTERNAL RELATIONSHIPS		
	Chapter II	05/15/1996	Safeguards Agreement with the International Atomic Energy Agency (IAEA)	Change 1 05/15/1998	
ORO	O 220	05/31/1996	ASSESSMENTS		
REV 1		09/30/1996	ASSESSMENTS		
	Chapter I	05/31/1996	Reporting Fraud, Waste, and Abuse to the Office of Inspector General	Change 1 07/28/1998	
	Chapter II	09/30/1996	Cooperation with the Office of Inspector General	Change 1 01/07/1999	
	Chapter III	05/31/1996	Establishment of Departmental Position on Inspector General Reports	Change 1 07/28/1998	
	Chapter IV	05/31/1996	Coordination of General Accounting Office Activities	Change 1 07/28/1998	
	Chapter VII	05/31/1996	Audit Resolution and Followup	Change 1 07/28/1998	
	Chapter IX	09/30/1996	Auditing of Programs and Operations		
ORO	O 250	08/13/1996	STANDARDS MANAGEMENT		
REV 1		09/30/1996	STANDARDS MANAGEMENT		
REV 2		03/27/1998	STANDARDS MANAGEMENT		
REV 3		01/06/2000	STANDARDS MANAGEMENT		
	Chapter I	03/27/1998	Oak Ridge Operations Standards Management Program Overview		2
	Chapter II	12/13/1999	Oak Ridge Operations (ORO) Directives System	Change 2 12/13/1999	
	Chapter IV	12/13/1999	Contract Appendix And Impact Assessments	Change 1 12/13/1999	

**SECTION J, ATTACHMENT E
 BASELINE LIST OF
 REQUIRED COMPLIANCE DOCUMENTS**

ORO DIRECTIVES

<u>REQUIRED COMPLIANCE</u>		<u>DATE</u>	<u>TITLE</u>	<u>THROUGH CHANGE</u>	<u>NOTES (*)</u>
	Chapter V	12/13/1999	Development, Approval and Maintenance of Work Smart Standards (WSSs)	Change 1 12/13/1999	
	Chapter VI	01/06/2000	Implementation Plans	Change 1 01/06/2000	
	Chapter VII	01/06/2000	Maintenance Of Standards/Requirements Identification Documents (S/RIDs)	Change 1 01/06/2000	
ORO	O 350	05/31/1996	CONTRACTOR HUMAN RESOURCE PROGRAMS		
	Chapter III	05/31/1996	Federal Labor Standards	Change 1 04/29/1999	
	Chapter VI	06/28/1996	Workplace Substance Abuse Programs at Oak Ridge Sites	Change 1 09/30/1998	
ORO	O 410	05/31/1996	MANAGEMENT		
REV 1		09/24/1996	MANAGEMENT		
	Chapter I	09/24/1996	Work Authorization System	Change 1 12/01/1998	
	Chapter II	05/31/1996	Management of Nuclear Materials	Change 1 09/21/1998	
ORO	O 430	06/14/1996	LIFE CYCLE FACILITY OPERATIONS		
REV 1		09/30/1996	LIFE CYCLE FACILITY OPERATIONS		
	Chapter I	09/24/1996	Life Cycle Asset Management	Change 5 07/07/1999	
	Chapter II	06/14/1996	In-House Energy Management	Change 1 11/04/1998	

Compliance: Compliance will be in accordance with an Implementation to be submitted by June 3, 1999.

**SECTION J, ATTACHMENT E
 BASELINE LIST OF
 REQUIRED COMPLIANCE DOCUMENTS**

ORO DIRECTIVES

<u>REQUIRED COMPLIANCE</u>		<u>DATE</u>	<u>TITLE</u>	<u>THROUGH CHANGE</u>	<u>NOTES (*)</u>
ORO	440	01/24/1997	WORKER PROTECTION		
REV 1		01/24/1997			
REV 2		10/18/2000			
	Chapter V	09/30/1996	Employee Concerns Management Program	Change 2 07/07/1999	
ORO	O 450	09/30/1996	PROTECTION OF THE PUBLIC AND ENVIRONMENT		
	Chapter III	09/30/1996	Cultural Resources Management Program	Change 1 04/09/1999	
ORO	O 470	05/15/1996	SAFEGUARDS AND SECURITY		
REV 1		09/30/1996	SAFEGUARDS AND SECURITY		
	Chapter I	09/30/1996	Safeguards and Security Program	Change 1 04/16/1999	
	Chapter IV	05/15/1996	Control of Weapon Data		
	Chapter VII	05/15/1996	Protection and Control of Safeguards and Security Interests	Change 1 07/23/1998	
NOTE: Attachment 2 does not apply to contractor.					
	Chapter IX	05/15/1996	Control and Accountability of Nuclear Materials	Change 1 05/10/1999	
	Chapter XI	09/30/1996	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities	Change 1 04/23/1999	
	Chapter XII	05/15/1996	Counterintelligence (CI) Program	Change 1 07/22/1998	
ORO	N 471.2	03/05/1996	Technical Surveillance Countermeasures (TSCM) Program - Use of Telephone Lineman Handsets or Items Similar in Purpose, Use, or Effect on DOE-owned or -Leased Property	Change 2 04/15/1999	

**SECTION J, ATTACHMENT E
 BASELINE LIST OF
 REQUIRED COMPLIANCE DOCUMENTS**

ORO DIRECTIVES

	<u>REQUIRED COMPLIANCE</u>	<u>DATE</u>	<u>TITLE</u>	<u>THROUGH CHANGE</u>	<u>NOTES (*)</u>
ORO	O 530	06/18/1996	ACCOUNTING		
	Chapter III	06/18/1996	Accounting	Change 1 09/02/1998	
ORO	O 560	05/15/1996	TELECOMMUNICATIONS AND DATA SYSTEMS		
	Chapter I	05/15/1996	Unclassified Computer Security Program	Change 1 08/27/1998	
ORIG	4300.2B	12/23/1992	Non-DOE Funded Work		
	Compliance: Implementation will be in accordance with MMES letter dated March 5, 1996				

*** Notes**

(1) This document is not directly applicable to the Contractor; it is included in the list of applicable documents because the Contractor must provide certain information or input to DOE in order for DOE to comply with requirements specified in the document.

(2) This document is not directly applicable to the Contractor; however, it is included in this list of applicable documents because an associated document in the same series is applicable (e.g., because a DOE Order is applicable, the OR Order or ORIG is made applicable) or because the policies listed in the order are part of the Contractor's good business practices.

(3) This Notice was extended until December 31, 2000, by DOE N 251.37, Extension Of DOE Notices On Security, dated September 1, 2000.

April 30, 2001

Page No. 11

SECTION J, ATTACHMENT E
BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS

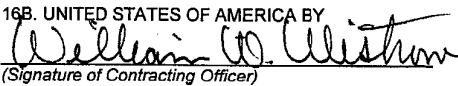
STANDARDS REQUIREMENTS IDENTIFICATION DOCUMENT (S/RID)

Functional <u>Area</u>	<u>Title</u>	<u>Revision Number</u>	<u>Date of ORO Approval Letter</u>
1.0	MS - Management Systems	5	08/10/1999
2.0	QA - Quality Assurance	4	08/22/2000
3.0	CM - Configuration Management	2	08/23/1996
4.0	TQ - Training & Qualification	4	05/26/2000
5.0	EM - Emergency Management	5	08/28/2000
9.0	OP - Operations	2	03/16/1999
10.0	MA - Maintenance	3	08/22/2000
11.0	RP - Radiation Protection	3	08/17/2000
12.0	FP - Fire Protection	3	04/23/1998
13.0	TR - Packaging and Transportation	5	05/18/2000
18.0	FS - Facility (Nuclear) Safety	6	04/28/1999
19.0	SH - Occupational Safety and Health	4	01/16/2001
20.0	EP - Environmental Protection	5	05/01/2000

**SECTION J, ATTACHMENT E
BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS**

WORK SMART STANDARDS (WSS)

<u>Functional Area/Title</u>	<u>Revision Number</u>	<u>Date of ORO Approval Letter</u>
Engineering Design and Construction	0	03/25/1997

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE AC		PAGES OF PAGES 1 1	
2. AMENDMENT/MODIFICATION A014		3. EFFECTIVE DATE See Block 16.c		4. REQUISITION/PURCHASE REQ. NO. NOPR	
5. PROJECT NO. (If applicable)					
6. ISSUED BY U. S. Department of Energy National Nuclear Security Administration P. O. Box 2001 Oak Ridge, TN 37831		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BWXT Y-12 P.O. Box 2009 MS 8014 Oak Ridge, TN 37831-8014		(X)		9A. AMENDMENT OF SOLICITATION NO.	
CODE		FACILITY CODE		9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER DE-AC05-00OR22800	
				10B. DATED (SEE ITEM 13) August 31, 2000	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION					
<p>The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <u>is extended.</u> is not extended.</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning ____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOU ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) Obligate \$46,407,200.59					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ ORDERS, IT MODIFIES CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Clause I-90 and P.L. 95-91					
DUPLICATE ORIGINAL					
E. IMPORTANT: Contractor <u>X</u> is not, ____ is required to sign this document and return ____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/ MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
<p>Pursuant to the provisions of Clause I.90, the first sentence of paragraph (a) is hereby changed to read as follows:</p> <p>"The amount presently obligated by the Government with respect to this contract is \$823,837,579.03". \$5,000,000 of this amount is for transition activities.</p> <p>This represents an increase of \$46,407,200.59 from \$777,430,378.44 to \$823,837,579.03.</p> <p>Except as provided herein, all terms and conditions of the document referenced in Item 9A and 10A, as heretofore changed, remains unchanged and in full force and effect.</p>					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			William W. Wistrom Contracting Officer		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY	
(Signature of person authorized to sign)				 (Signature of Contracting Officer)	
				16C. DATE SIGNED 4/27/01	

NSN 7540-01-152-8070
 PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30
 Prescribed by GSA (Rev. 10-83)
 FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE AC

PAGES OF PAGES

1 1 1

2. AMENDMENT/MODIFICATION
M0133. EFFECTIVE DATE
See Block 16.C4. REQUISITION/PURCHASE REQ. NO.
NOPR

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE 1

U. S. Department of Energy
National Nuclear Security Administration
P. O. Box 2001
Oak Ridge, TN 37831

7. ADMINISTERED BY (If other than Item 6)

CODE 1

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

BWXT Y-12
P. O. Box 2009
MS 8014
Oak Ridge, TN 37831-8014

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER
DE-AC05-00OR2280010B. DATED (SEE ITEM 13)
August 31, 2000

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended. is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOU ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ ORDERS,
IT MODIFIES CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority) Public Law 95-91 and Mutual Agreement

DUPLICATE ORIGINAL

E. IMPORTANT: Contractor is not, X is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/ MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Attachment E to the contract is deleted and replaced with the attached Requirements Change Notice
NNSA-02 dated 3/30/2001.

Except as provided herein, all terms and conditions of the document referenced in Item 9A and 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
Ron Wessel
Director, Contracts16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
William W. Wistrom
Contracting Officer

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

4/6/01

16B. UNITED STATES OF AMERICA BY

(Signature of Contracting Officer)

16C. DATE SIGNED

4/6/01

REQUIREMENTS CHANGE NOTICE

No.

NNSA-02

Page 1 of 16 Pages

Project

Baseline List of Required Compliance Documents

Location

Oak Ridge, Tennessee

Contractor

BWXT Y-12, L.L.C.

Contract No.

DE-AC05-00OR22800

Date of Contract

I.116 Laws, Regulations, and DOE Directives (June 1997) DEAR 970.5204-78 August 31, 2000

This Requirements Change Notice (RCN) No. NNSA-02 incorporates into Section J, Attachment E, Contract No. DE-AC05-00OR22800, the attached list of applicable documents which have been assessed against the terms and conditions of the subject contract in accordance with the above referenced clause. Changes to Section J, Attachment E, are indicated by bold type.

Below is a list of the directives incorporated herein:

DOE N 203.1	DOE M 472.1-1A
DOE N 311.1	DOE N 473.6
DOE O 413.3	DOE N 473.7
DOE N 430.3	DOE O 474.1A
DOE O 443.1	DOE M 474.1-1A
DOE N 470.2	

Delete:

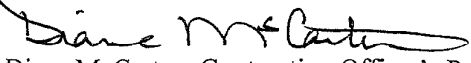
DOE N 430.2	DOE O 474.1
DOE M 472.1-1	DOE M 474.1-1

Update:

DOE O 430.1A - Added a Note reference document

S/RID 19 - SH - Revised Occupational Safety and Health Requirements

DOE Authorizing Signature


Diane McCarten, Contracting Officer's Representative for Directives

Date:

3/21/01
03/30/2001

OUTLINE OF RCN No. 02 CHANGES

<u>ITEM</u>	<u>DATE</u>	<u>TITLE</u>	<u>CHANGE #</u>	<u>AUTHORIZATION</u>
<u>RD #003</u> DOE N 473.6	09/18/2000	Security Conditions		DOE ltr dated 11/27/2000 BWXT Y-12 ltr dated 12/19/2000
Addition, with a compliance line.				
<u>RD #004</u> DOE O 443.1	05/15/2000	Protection Of Human Subjects		BWXT Y-12 ltr dated 12/20/2000
Addition.				
<u>RD #005</u> DOE O 413.3	10/13/2000	Program And Project Management For The Acquisition Of Capital Assets		DOE ltr dated 11/27/2000 BWXT Y-12 dated 01/09/2001
Addition, with a compliance line, supersedes paragraphs 6e(7); 7a(3); 7b(11) and (14); 7c(4), (6), (7), (11) and (16); 7d(4) and (8); 7e(3), (10) and (17); and, Attachment 1, Definitions (item 30 - Line Item Project, item 42 - Project, item 48 - Strategic System) and Attachment 2, Contractor Requirements Document (paragraph 1d regarding a project management system) of DOE O 430.1A.				
<u>RD #006</u> DOE O 430.1A	10/14/1998	Life Cycle Asset Management		DOE ltr dated 11/27/2000 BWXT Y-12 dated 01/09/2001
Added "Note" that DOE O 413.3 supersedes paragraphs 6e(7); 7a(3); 7b(11) and (14); 7c(4), (6), (7), (11) and (16); 7d(4) and (8); 7e(3), (10) and (17); and, Attachment 1, Definitions (item 30 - Line Item Project, item 42 - Project, item 48 - Strategic System) and Attachment 2, Contractor Requirements Document (paragraph 1d regarding a project management system).				
<u>RD #007</u> S/RID 19.0	01/16/2001	Safety and Health (SH)		DOE ltrs dated 12/09/2000 and 01/16/2001 BWXT Y-12 ltr

OUTLINE OF RCN No. 02 CHANGES

<u>ITEM</u>	<u>DATE</u>	<u>TITLE</u>	<u>CHANGE #</u>	<u>AUTHORIZATION</u> dated 12/13/2000
Revised S/RID 19.0 to cancel Chronic Beryllium Disease Prevention Program (CBDPP) S/RID Requirement from DOE N 440.1 and adoption of CBDPP from 10 CFR 850.				
<u>RD #008</u>				
DOE	N 473.7	10/26/2000	Explosive Detection Program	DOE ltr dated 12/26/2000 BWXT Y-12 ltr dated 01/22/2001
Addition, with a compliance line.				
<u>RD #009</u>				
DOE	M 472.1-1A	11/16/2000	Personnel Security Program Manual	DOE ltr dated 01/16/2001 BWXT Y-12 ltr dated 01/24/2001
Addition, cancels DOE M 472.1-1.				
<u>RD #010</u>				
DOE	M 472.1-1	05/22/1998	Personnel Security Program Manual	DOE ltr dated 01/16/2001 BWXT Y-12 dated 01/29/2001
Deletion.				
<u>RD #011</u>				
DOE	N 311.1	12/21/2000	Extension of DOE Order 311.1A, Equal Employment Opportunity And Diversity Program	DOE ltr dated 01/19/2001 BWXT Y-12 ltr dated 02/13/2001
Addition.				
<u>RD #012</u>				
DOE	N 470.2	12/15/2000	Reporting Unofficial Foreign Travel	DOE ltr dated 01/19/2001 BWXT Y-12 ltr dated 02/12/2001
Addition.				
<u>RD #013</u>				
DOE	N 430.3	12/13/2000	Extension of DOE Order 430.2, In-House Energy Management	DOE ltr dated 01/18/2001 BWXT Y-12 02/13/2001
Addition, supersedes DOE N 430.2				
<u>RD #014</u>				

OUTLINE OF RCN No. 02 CHANGES

	<u>ITEM</u>	<u>DATE</u>	<u>TITLE</u>	<u>CHANGE #</u>	<u>AUTHORIZATION</u>
DOE	N 430.2	06/13/2000	Extension Of DOE Order 430.2, In-House Energy Management		DOE ltr dated 01/18/2001 BWXT Y-12 ltr 02/13/2001
Deletion.					
<u>RD #015</u>					
DOE	O 474.1A	11/20/2000	Control and Accountability of Nuclear Materials		DOE ltr dated 01/19/2001 BWXT Y-12 ltr dated 02/15/2001
Addition, with compliance line. Supersedes DOE O 474.1.					
<u>RD #016</u>					
DOE	M 474.1-1A	11/22/2000	Manual for Control and Accountability of Nuclear Materials		DOE ltr dated 01/19/2001 BWXT Y-12 ltr dated 02/15/2001
Addition, with compliance line. Supersedes DOE M 474.1-1.					
<u>RD #017</u>					
DOE	O 474.1	08/11/1999	Control and Accountability of Nuclear Materials		DOE ltr dated 01/19/2001 BWXT Y-12 ltr dated 02/15/2001
Deletion.					
<u>RD #018</u>					
DOE	M 474.1-1	08/11/1999	Manual for Control and Accountability of Nuclear Materials		DOE ltr dated 01/19/2001 BWXT Y-12 ltr dated 02/15/2001
Deletion.					
<u>RD #019</u>					
DOE	N 203.1	10/02/2000	Software Quality Assurance		DOE ltr dated 01/30/2001 BWXT Y-12 ltr dated 02/23/2001
Addition.					

**SECTION J, ATTACHMENT E
 BASELINE LIST OF
 REQUIRED COMPLIANCE DOCUMENTS**

DOE DIRECTIVES

	<u>REQUIRED COMPLIANCE</u>	<u>DATE</u>	<u>TITLE</u>	<u>THROUGH CHANGE</u>	<u>NOTES (*)</u>
DOE	O 110.3 Compliance: Implementation will be in accordance with the Implementation Plan submitted to DOE-ORO on June 1, 2000.	11/3/1999	Conference Management		
DOE	O 130.1	09/29/1995	Budget Formulation Process		
DOE	O 137.1A	08/30/1999	Plan for Operating in the Event of a Lapse in Appropriations		
DOE	M 140.1-1A	01/26/1999	Manual for DOE Interface with Defense Nuclear Facilities Safety Board		
DOE	N 142.1	07/14/1999	Unclassified Foreign Visits And Assignments		3
DOE	O 200.1	09/30/1996	Information Management Program		
DOE	M 200.1-1	03/1997	Telecommunications Security Manual		
DOE	N 203.1	10/02/2000	Software Quality Assurance		
DOE	N 205.1 Compliance: Implementation is in accordance with the LMES Implementation Plan approved by DOE-ORO on August 11, 2000.	07/26/1999	Unclassified Cyber Security Program		3
DOE	N 205.2	11/01/1999	Foreign National Access to DOE Cyber Systems		3
DOE	N 205.3	11/23/1999	Password Generation, Protection, And Use		3
DOE	O 224.1	12/08/1997	Contractor Performance-Based Business Management Process		
DOE	O 241.1	08/17/1998	Scientific and Technical Information Management		
DOE	N 251.37	09/01/2000	Extension Of DOE Notices On Security		
DOE	O 252.1	11/19/1999	Technical Standards Program		
DOE	N 311.1	12/21/2000	Extension of DOE Order 311.1A, Equal Employment Opportunity And Diversity Program		
DOE	O 311.1A	12/30/1996	Equal Employment Opportunity and Diversity Program		

**SECTION J, ATTACHMENT E
 BASELINE LIST OF
 REQUIRED COMPLIANCE DOCUMENTS**

DOE DIRECTIVES

	<u>REQUIRED COMPLIANCE</u>	<u>DATE</u>	<u>TITLE</u>	<u>THROUGH CHANGE</u>	<u>NOTES (*)</u>
	Compliance: Implementation will be in accordance with an implementation plan accepted by DOE March 31, 1998.				
DOE	O 350.1	09/30/1996	Contractor Human Resource Management Programs	Change 1 05/08/1998	
DOE	N 350.5	04/15/1999	Use of Facility Contractor Employees for Services to DOE in The Washington D.C., Area		
DOE	O 412.1	04/20/1999	Work Authorization System		
DOE	N 413.1	12/10/1999	Extension of DOE O 413.1 Management Control Program		
DOE	O 413.1	12/06/1995	Management Control Program		
DOE	O 413.3	10/13/2000	Program And Project Management For The Acquisition Of Capital Assets		
	Note: Supersedes paragraphs 6e(7); 7a(3); 7b(11) and (14); 7c(4), (6), (7), (11) and (16); 7d(4) and (8); 7e(3), (10) and (17); and, Attachment 1, Definitions (item 30 - Line Item Project, item 42 - Project, item 48 - Strategic System) and Attachment 2, Contractor Requirements Document (paragraph 1d regarding a project management system) of DOE O 430.1A.				
	Compliance: Compliance will be in accordance with approval of an Implementation Plan to be submitted by June 28, 2001.				
DOE	O 430.1A	10/14/1998	Life Cycle Asset Management		
	Compliance: LMES letter dated March 15, 1999, stated a non-compliance issue related to DOE funding which is under consideration by the COR.				
	Note: DOE O 413.3 supersedes and replaces paragraphs 6e(7); 7a(3); 7b(11) and (14); 7c(4), (6), (7), (11) and (16); 7d(4) and (8); 7e(3), (10) and (17); and, Attachment 1, Definitions (item 30 - Line Item Project, item 42 - Project, item 48 - Strategic System) and Attachment 2, Contractor Requirements Document (paragraph 1d regarding a project management system).				
DOE	N 430.3	12/13/2000	Extension Of DOE Order (O) 430.2, In-House Energy Management		
DOE	O 430.2	06/13/1996	In-House Energy Management		
	Compliance: Implementation will be in accordance with an implementation plan accepted by DOE July 21, 1997.				
DOE	O 442.1	02/01/1999	Department Energy Employee Concerns Program		
DOE	O 443.1	05/15/2000	Protection Of Human Subjects		

**SECTION J, ATTACHMENT E
 BASELINE LIST OF
 REQUIRED COMPLIANCE DOCUMENTS**

DOE DIRECTIVES

	<u>REQUIRED COMPLIANCE</u>	<u>DATE</u>	<u>TITLE</u>	<u>THROUGH CHANGE</u>	<u>NOTES (*)</u>
DOE	M 452.4-1	07/01/1999	Protection of Use Control Vulnerabilities and Designs		
DOE	N 470.1	09/23/1999	Extension of DOE O 470.1, Safeguards and Security Program		3
DOE	O 470.1	09/28/1995	Safeguards and Security Program	Change 1 06/21/1996	
DOE	N 470.2	12/15/2000	Reporting Unofficial Foreign Travel		
DOE	O 470.2A	03/01/2000	Security And Emergency Management Independent Oversight And Performance Assurance Program		
DOE	M 471.1-1	06/30/2000	Identification and Protection Of Unclassified Controlled Nuclear Information Manual		
DOE	O 471.1A	06/30/2000	Identification and Protection Of Unclassified Controlled Nuclear Information		
DOE	N 471.2	09/23/1999	Extension of DOE O 471.2A, Information Security Program		3
DOE	O 471.2A	03/27/1997	Information Security Program		
DOE	M 471.2-1B	01/06/1999	Classified Matter Protection and Control Manual Compliance: Implementation to be in accordance with an implementation plan submitted to DOE on August 5, 1999.		
DOE	M 471.2-2	08/03/1999	Classified Information Systems Security Manual Note: DOE N 205.3 cancels and replaces Paragraphs 4.j.(2) and (6), Chapter VI, plus Paragraph 12.a.(2)(a), Chapter VII.		
DOE	M 471.2-3	04/20/2000	Special Access Program Policies, Responsibilities, And Procedures Manual		
DOE	O 472.1B	03/24/1997	Personnel Security Activities		
DOE	M 472.1-1A	11/16/2000	Personnel Security Program Manual		
DOE	N 473.4	05/26/2000	Department of Energy Badges		
DOE	N 473.5	06/05/2000	Security Area Vouching And Piggybacking		
DOE	N 473.6	09/18/2000	Security Conditions		

**SECTION J, ATTACHMENT E
 BASELINE LIST OF
 REQUIRED COMPLIANCE DOCUMENTS**

DOE DIRECTIVES

	<u>REQUIRED COMPLIANCE</u>	<u>DATE</u>	<u>TITLE</u>	<u>THROUGH CHANGE</u>	<u>NOTES (*)</u>
	Compliance: DOE Office of Security and Emergency Operations will allocate funding or provide priority guidance necessary to meet increased Security Condition (SECON) levels imposed by the Notice.				
DOE	N 473.7	10/26/2000	Explosive Detection Program		
	Compliance: Compliance will be contingent upon allocation of required funding and in accordance with approval of an Implementation plan to be submitted by July 26, 2001.				
DOE	O 474.1A	11/20/2000	Control and Accountability of Nuclear Materials		
	Compliance: Compliance will be in accordance with approval of a revised Implementation Plan to be submitted by July 19, 2001.				
DOE	M 474.1-1A	11/22/2000	Manual for Control and Accountability of Nuclear Materials		
	Compliance: Compliance will be in accordance with approval of a revised Implementation Plan to be submitted by July 19, 2001.				
DOE	M 474.1-2	02/10/1998	Nuclear Materials Management and Safeguards System Reporting and Data Submission	Change 2 11/16/1998	
DOE	M 475.1-1	05/08/1998	Identifying Classified Information		
DOE	O 481.1	09/30/1996	Work for Others (Non-Department of Energy Funded Work)		
DOE	M 481.1-1	09/30/1996	Reimbursable Work for Non-Federal Sponsors Process Manual		
DOE	N 534.1	09/29/1999	Extension of DOE O 534.1, Accounting		
DOE	O 534.1	09/29/1995	Accounting		
DOE	1270.2B	06/23/1992	Safeguards Agreement with the Int'l Atomic Energy Agency (IAEA)		1
DOE	1340.1B	01/07/1993	Management of Public Communications & Scientific, Technical, & Engineering Publications		
DOE	1350.1	10/28/1981	Audio Visual & Exhibits Management	Change 1 03/26/1984	
DOE	1450.4	11/12/1992	Consensual Listening-In to or Recording Telephone/Radio Conversations		

**SECTION J, ATTACHMENT E
BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS**

DOE DIRECTIVES

	<u>REQUIRED COMPLIANCE</u>	<u>DATE</u>	<u>TITLE</u>	<u>THROUGH CHANGE</u>	<u>NOTES (*)</u>
DOE	1500.3	11/10/1986	Foreign Travel Authorization	Change 7 07/06/1994	
	Compliance: Implementation is in accordance with DOE letter from Martha Krebs, Director, Office of Energy Research, dated May 24, 1994.				
	Compliance: Implementation will be in accordance with John J. Easton Jr., Assistant Secretary for Energy International Affairs and Energy Emergencies letter dated June 21, 1990.				
DOE	2030.4B	05/18/1992	Reporting Fraud, Waste, & Abuse		
DOE	2100.8A	01/27/1993	Cost Accounting, Cost Recovery, & Interagency Sharing of Informational Technical Facilities		
DOE	2110.1A	07/14/1988	Pricing of Departmental Materials & Services	Change 2 05/18/1992	
	Compliance: Change 2 of the Order failed to incorporate interim guidance, "Policy on Waiver of DOE's Added Factor and Depreciation." Subsequent clarification from ORO confirmed the need to continue following this interim guidance.				
	Compliance: Implementation will be in accordance with DOE-ORO letter from J. R. Martin, Director, Finance Division, dated August 3, 1994, regarding the application of the departmental added factor (DAF) based on the source of funds. Effective August 3, 1994 the DAF rate will be applied to any work performed for a non-Federal entity (as opposed to full cost factor and depreciation normally applied to private work) if the work is financed from another Federal entity. Written documentation should be provided from the non-Federal entity or the other Federal agency. This change in policy applies only to new work.				
	Compliance: Implementation will be in accordance with DOE memorandum from Elizabeth E. Smedley, Controller, dated August 25, 1994, regarding the waiver of the added factor and depreciation for small businesses and nonprofit organizations participating in funds-in agreements, effective October 1, 1994. This waiver is valid for one year, through September 30, 1995.				
DOE	2300.1B	06/08/1992	Audit Resolution & Follow-up		
DOE	2320.1C	05/18/1992	Cooperation with the Office of Inspector General		
DOE	2320.2B	05/18/1992	Establishment of Departmental Position on Inspector General Reports		1
DOE	2321.1B	05/14/1992	Auditing of Programs & Operations		1
DOE	2340.1C	06/08/1992	Coordination of General Accounting Office Activities		1

**SECTION J, ATTACHMENT E
 BASELINE LIST OF
 REQUIRED COMPLIANCE DOCUMENTS**

DOE DIRECTIVES

<u>REQUIRED COMPLIANCE</u>		<u>DATE</u>	<u>TITLE</u>	<u>THROUGH CHANGE</u>	<u>NOTES (*)</u>
DOE	5560.1A	05/08/1985	Priorities & Allocations Program		
AL	56XB, REV 1	02/01/1992	Development and Production Manual		
DOE	5610.2	08/01/1980	Control of Weapons Data	Change 1 09/02/1986	
DOE	5632.1C	07/15/1994	Protection and Control of Safeguards and Security Interests		
DOE	5632.1C-1	07/15/1994	Manual for Protection and Control of Safeguards and Security Interests	Change 1 04/10/1996	
MANUAL					
Note: Chapter XI is canceled by DOE O 470.1.					
Note: Chapter III, paragraphs 1, 2, and 4 through 9 are canceled by DOE O 471.2.					
DOE	5639.8A	07/23/1993	Security of Foreign Intelligence Info & Sensitive Compartmented Information Facilities		
DOE	5660.1B	05/26/1994	Management of Nuclear Materials		
DOE	5670.1A	01/15/1992	Management & Control of Foreign Intelligence Compliance: Implementation is in accordance with MMES letter No. AE92-044 dated June 10, 1992		
DOE	5670.3	09/04/1992	Counterintelligence Program		
SEN-	34-91	08/15/1991	Implementation of the Chief Financial Officers Act of 1990		1

**SECTION J, ATTACHMENT E
 BASELINE LIST OF
 REQUIRED COMPLIANCE DOCUMENTS**

ORO DIRECTIVES

<u>REQUIRED COMPLIANCE</u>		<u>DATE</u>	<u>TITLE</u>	<u>THROUGH CHANGE</u>	<u>NOTES (*)</u>
ORO	O 130	05/15/1996	BUDGET		
	Chapter II	05/15/1996	Shutdown of Departmental Operations Upon Failure of Congress to Enact Appropriations	Change 2 07/28/1999	
ORO	O 140	05/15/1996	EXTERNAL RELATIONSHIPS		
	Chapter II	05/15/1996	Safeguards Agreement with the International Atomic Energy Agency (IAEA)	Change 1 05/15/1998	
ORO	O 220	05/31/1996	ASSESSMENTS		
REV 1		09/30/1996	ASSESSMENTS		
	Chapter I	05/31/1996	Reporting Fraud, Waste, and Abuse to the Office of Inspector General	Change 1 07/28/1998	
	Chapter II	09/30/1996	Cooperation with the Office of Inspector General	Change 1 01/07/1999	
	Chapter III	05/31/1996	Establishment of Departmental Position on Inspector General Reports	Change 1 07/28/1998	
	Chapter IV	05/31/1996	Coordination of General Accounting Office Activities	Change 1 07/28/1998	
	Chapter VII	05/31/1996	Audit Resolution and Followup	Change 1 07/28/1998	
	Chapter IX	09/30/1996	Auditing of Programs and Operations		
ORO	O 250	08/13/1996	STANDARDS MANAGEMENT		
REV 1		09/30/1996	STANDARDS MANAGEMENT		
REV 2		03/27/1998	STANDARDS MANAGEMENT		
REV 3		01/06/2000	STANDARDS MANAGEMENT		
	Chapter I	03/27/1998	Oak Ridge Operations Standards Management Program Overview		2
	Chapter II	12/13/1999	Oak Ridge Operations (ORO) Directives System	Change 2 12/13/1999	

**SECTION J, ATTACHMENT E
BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS**

ORO DIRECTIVES

	<u>REQUIRED COMPLIANCE</u>	<u>DATE</u>	<u>TITLE</u>	<u>THROUGH CHANGE</u>	<u>NOTES (*)</u>
	Chapter IV	12/13/1999	Contract Appendix And Impact Assessments	Change 1 12/13/1999	
	Chapter V	12/13/1999	Development, Approval and Maintenance of Work Smart Standards (WSSs)	Change 1 12/13/1999	
	Chapter VI	01/06/2000	Implementation Plans	Change 1 01/06/2000	
	Chapter VII	01/06/2000	Maintenance Of Standards/Requirements Identification Documents (S/RIDs)	Change 1 01/06/2000	
ORO	O 350	05/31/1996	CONTRACTOR HUMAN RESOURCE PROGRAMS		
	Chapter III	05/31/1996	Federal Labor Standards	Change 1 04/29/1999	
	Chapter VI	06/28/1996	Workplace Substance Abuse Programs at Oak Ridge Sites	Change 1 09/30/1998	
ORO	O 410	05/31/1996	MANAGEMENT		
REV 1		09/24/1996	MANAGEMENT		
	Chapter I	09/24/1996	Work Authorization System	Change 1 12/01/1998	
	Chapter II	05/31/1996	Management of Nuclear Materials	Change 1 09/21/1998	
ORO	O 430	06/14/1996	LIFE CYCLE FACILITY OPERATIONS		
REV 1		09/30/1996	LIFE CYCLE FACILITY OPERATIONS		
	Chapter I	09/24/1996	Life Cycle Asset Management	Change 5 07/07/1999	
	Chapter II	06/14/1996	In-House Energy Management	Change 1 11/04/1998	
Compliance: Compliance will be in accordance with an Implementation to be submitted by June 3, 1999.					

**SECTION J, ATTACHMENT E
 BASELINE LIST OF
 REQUIRED COMPLIANCE DOCUMENTS**

ORO DIRECTIVES

<u>REQUIRED COMPLIANCE</u>		<u>DATE</u>	<u>TITLE</u>	<u>THROUGH CHANGE</u>	<u>NOTES (*)</u>
ORO	440	01/24/1997	WORKER PROTECTION		
REV 1		01/24/1997			
REV 2		10/18/2000			
	Chapter V	09/30/1996	Employee Concerns Management Program	Change 2 07/07/1999	
ORO	O 450	09/30/1996	PROTECTION OF THE PUBLIC AND ENVIRONMENT		
	Chapter III	09/30/1996	Cultural Resources Management Program	Change 1 04/09/1999	
ORO	O 470	05/15/1996	SAFEGUARDS AND SECURITY		
REV 1		09/30/1996	SAFEGUARDS AND SECURITY		
	Chapter I	09/30/1996	Safeguards and Security Program	Change 1 04/16/1999	
	Chapter IV	05/15/1996	Control of Weapon Data		
	Chapter VII	05/15/1996	Protection and Control of Safeguards and Security Interests	Change 1 07/23/1998	
	Chapter IX	05/15/1996	Control and Accountability of Nuclear Materials	Change 1 05/10/1999	
	Chapter XI	09/30/1996	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities	Change 1 04/23/1999	
	Chapter XII	05/15/1996	Counterintelligence (CI) Program	Change 1 07/22/1998	
ORO	N 471.2	03/05/1996	Technical Surveillance Countermeasures (TSCM) Program - Use of Telephone Lineman Handsets or Items Similar in Purpose, Use, or Effect on DOE-owned or -Leased Property	Change 2 04/15/1999	

**SECTION J, ATTACHMENT E
BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS**

ORO DIRECTIVES

	<u>REQUIRED COMPLIANCE</u>	<u>DATE</u>	<u>TITLE</u>	<u>THROUGH CHANGE</u>	<u>NOTES (*)</u>
ORO	O 530	06/18/1996	ACCOUNTING		
	Chapter III	06/18/1996	Accounting	Change 1 09/02/1998	
ORO	O 560	05/15/1996	TELECOMMUNICATIONS AND DATA SYSTEMS		
	Chapter I	05/15/1996	Unclassified Computer Security Program	Change 1 08/27/1998	
ORIG	4300.2B	12/23/1992	Non-DOE Funded Work		
	Compliance: Implementation will be in accordance with MMES letter dated March 5, 1996				

* Notes

- (1) This document is not directly applicable to the Contractor; it is included in the list of applicable documents because the Contractor must provide certain information or input to DOE in order for DOE to comply with requirements specified in the document.
- (2) This document is not directly applicable to the Contractor; however, it is included in this list of applicable documents because an associated document in the same series is applicable (e.g., because a DOE Order is applicable, the OR Order or ORIG is made applicable) or because the policies listed in the order are part of the Contractor's good business practices.
- (3) This Notice was extended until December 31, 2000, by DOE N 251.37, Extension Of DOE Notices On Security, dated September 1, 2000.

SECTION J, ATTACHMENT E
BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS

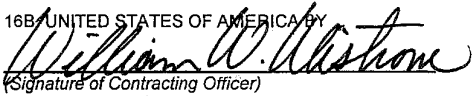
STANDARDS REQUIREMENTS IDENTIFICATION DOCUMENT (S/RID)

Functional Area	Title	Revision Number	Date of ORO Approval Letter
1.0	MS - Management Systems	5	08/10/1999
2.0	QA - Quality Assurance	4	08/22/2000
3.0	CM - Configuration Management	2	08/23/1996
4.0	TQ - Training & Qualification	4	05/26/2000
5.0	EM - Emergency Management	5	08/28/2000
9.0	OP - Operations	2	03/16/1999
10.0	MA - Maintenance	3	08/22/2000
11.0	RP - Radiation Protection	3	08/17/2000
12.0	FP - Fire Protection	3	04/23/1998
13.0	TR - Packaging and Transportation	5	05/18/2000
18.0	FS - Facility (Nuclear) Safety	6	04/28/1999
19.0	SH - Occupational Safety and Health	4	01/16/2001
20.0	EP - Environmental Protection	5	05/01/2000

SECTION J, ATTACHMENT E
BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS

WORK SMART STANDARDS (WSS)

<u>Functional Area/Title</u>	<u>Revision Number</u>	<u>Date of ORO Approval Letter</u>
Engineering Design and Construction	0	03/25/1997

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE AC		PAGES OF PAGES 1 1	
2. AMENDMENT/MODIFICATION A012		3. EFFECTIVE DATE See Block 16.c		4. REQUISITION/PURCHASE REQ. NO. NOPR	
5. PROJECT NO. (If applicable)					
6. ISSUED BY U. S. Department of Energy National Nuclear Security Administration P. O. Box 2001 Oak Ridge, TN 37831		7. ADMINISTERED BY (If other than Item 6)			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BWXT Y-12 P.O. Box 2009 MS 8014 Oak Ridge, TN 37831-8014		9A. AMENDMENT OF SOLICITATION NO.			
CODE FACILITY CODE		9B. DATED (SEE ITEM 11)			
		10A. MODIFICATION OF CONTRACT/ORDER DE-AC05-00OR22800			
		10B. DATED (SEE ITEM 13) August 31, 2000			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION					
<p>The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <u>is</u> extended. <u>is not</u> extended.</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u> </u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOU ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) Obligate \$13,720,905.78					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ ORDERS, IT MODIFIES CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Clause I-90 and P.L. 95-91					
E. IMPORTANT: Contractor <u>X</u> is not, <u> </u> is required to sign this document and return <u> </u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/ MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
<p>Pursuant to the provisions of Clause I.90, the first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$777,430,378.44". \$5,000,000 of this amount is for transition activities. This represents an increase of \$13,720,905.78 from \$763,709,472.66 to \$777,430,378.44. Except as provided herein, all terms and conditions of the document referenced in Item 9A and 10A, as heretofore changed, remains unchanged and in full force and effect.</p>					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) William W. Wistrom Contracting Officer			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 3/29/2001	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE AC	PAGES OF PAGES 1 1 1
2. AMENDMENT/MODIFICATION A011	3. EFFECTIVE DATE See Block 16.c	4. REQUISITION/PURCHASE REQ. NO. NOPR	5. PROJECT NO. (If applicable)
6. ISSUED BY U. S. Department of Energy National Nuclear Security Administration P. O. Box 2001 Oak Ridge, TN 37831		7. ADMINISTERED BY (If other than Item 6) CODE 1	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BWXT Y-12 P.O. Box 2009 MS 8014 Oak Ridge, TN 37831-8014		(X)	9A. AMENDMENT OF SOLICITATION NO.
CODE			9B. DATED (SEE ITEM 11)
FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER DE-AC05-00OR22800
			10B. DATED (SEE ITEM 13) August 31, 2000

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended. is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOU ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) **Obligate \$7,212,504.84**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ ORDERS,
IT MODIFIES CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

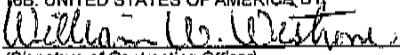
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I-90 and P.L. 95-91

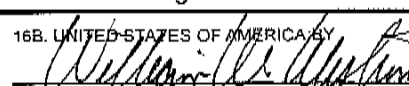
E. IMPORTANT: Contractor X is not, is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/ MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Pursuant to the provisions of Clause I.90, the first sentence of paragraph (a) is hereby changed to read as follows:
 "The amount presently obligated by the Government with respect to this contract is \$763,709,472.66". \$5,000,000 of this amount is for transition activities.
 This represents an increase of \$7,212,504.84 from \$756,496,967.82 to \$763,709,472.66.

Except as provided herein, all terms and conditions of the document referenced in Item 9A and 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) William W. Wistrom Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 2/28/2001

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE AC		PAGES OF PAGES 1 1	
2. AMENDMENT/MODIFICATION A010		3. EFFECTIVE DATE See Block 16.c		4. REQUISITION/PURCHASE REQ. NO. NOPR	
5. PROJECT NO. (If applicable)					
6. ISSUED BY U. S. Department of Energy National Nuclear Security Administration P. O. Box 2001 Oak Ridge, TN 37831		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BWXY-12 P.O. Box 2009 MS 8014 Oak Ridge, TN 37831-8014		(X)		9A. AMENDMENT OF SOLICITATION NO.	
CODE FACILITY CODE				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER DE-AC05-00OR22800	
				10B. DATED (SEE ITEM 13) August 31, 2000	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION					
<p>The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <u>is</u> extended. <u>is not</u> extended.</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOU ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) Obligate \$155,381,559.57					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ ORDERS, IT MODIFIES CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Clause I-90 and P.L. 95-91					
E. IMPORTANT: Contractor <u>X</u> is not, <u> </u> is required to sign this document and return <u> </u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/ MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
<p>Pursuant to the provisions of Clause I.90, the first sentence of paragraph (a) is hereby changed to read as follows:</p> <p>"The amount presently obligated by the Government with respect to this contract is \$756,496,967.82". \$5,000,000 of this amount is for transition activities.</p> <p>This represents an increase of \$155,381,559.57 from \$601,115,408.25 to \$756,496,967.82.</p> <p>Except as provided herein, all terms and conditions of the document referenced in Item 9A and 10A, as heretofore changed, remains unchanged and in full force and effect.</p>					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) William W. Wistrom Contracting Officer			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 1/30/2001	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE AC		PAGES OF PAGES 1 1 4
2. AMENDMENT/MODIFICATION M009	3. EFFECTIVE DATE See Block 16.C	4. REQUISITION/PURCHASE REQ. NO. NOPR	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE 1 U. S. Department of Energy National Nuclear Security Administration P. O. Box 2001 Oak Ridge, TN 37831		7. ADMINISTERED BY (If other than Item 6) CODE 1		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BWXT Y-12 P. O. Box 2009 MS 8014 Oak Ridge, TN 37831-8014 FACILITY CODE		(X)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER DE-AC05-00OR22800	
			10B. DATED (SEE ITEM 13) August 31, 2000	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended. is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOU ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ ORDERS,
IT MODIFIES CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Public Law 95-91 and Mutual Agreement

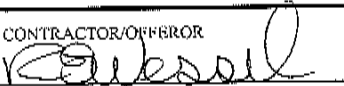
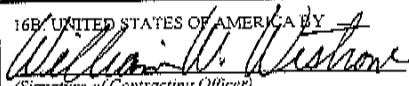
E. IMPORTANT: Contractor is not, **X** is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/ MODIFICATION (Organized by UCI section headings, including solicitation/contract subject matter where feasible.)

See Page 2

DUPLICATE ORIGINAL

Except as provided herein, all terms and conditions of the document referenced in Item 9A and 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Ron Wessel Director, Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) William W. Wistrom Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 1/22/2001	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 1/22/2001

The purpose of this modification is to make the following revisions:

1. Attachment E is revised by incorporating Requirements Change Notice No. NNSA-01 dated 12/29/2000 attached hereto.
2. Clause H.15 is deleted and the following is substituted:

H.15 Lobbying Restriction (Energy and Water Development Appropriations Act, 2001)

The contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

3. Clause H.17 is deleted and the following is substituted:

H.17 Travel Restrictions (Jan 2001)

(a) For contractor travel expenses incurred on or after October 1, 2000, a ceiling limitation of \$6,150,000 shall apply to all reimbursements made for contractor travel expenses funded by the Energy and Water Development Appropriations Act under this contract. Expended funds which exceed the established ceiling will be unallowable unless otherwise authorized by the contracting officer.

(b) Some travel costs are exempt from the ceiling, examples are:

- (i) Travel performed under work for others agreements;
- (ii) Travel of subcontractors;
- (iii) Travel of non-DOE users to participate in experiments at DOE user facilities;
- (iv) Travel costs of travel management centers;
- (iv) Travel costs funded by other appropriations;
- (v) Relocation costs;
- (vi) Costs of workshops/seminars (other than travel costs), such as, rental of meeting rooms, public address equipment, speakers' fees;
- (vii) Registration costs of training classes;

- (viii) Travel expenses within the Laboratory Directed Research and Development Program; and
- (ix) Travel associated with recruitment.

(c) Notwithstanding any other provisions of the contract or the source of funding, the contractor further agrees that none of the funds obligated under the contract may be used to reimburse employee travel costs incurred on or after October 1, 2000, and before October 1, 2001, which exceed the rates and amounts that apply to federal employees under subchapter I of Chapter 57 of Title 5, United States Code. Costs which exceed these rates and amounts will be unallowable. This restriction is in addition to those prescribed elsewhere in statute or regulation.

(d) Costs incurred for lodging, meals, and incidental expenses are considered reasonable and allowable to the extent that they do not exceed the maximum per diem rates in effect at the time of travel as set forth in:

- (i) Federal Travel Regulations (FTR) for travel within the 48 states;
- (ii) Joint Travel Regulations (JTR) for travel in Alaska, Hawaii, the Commonwealth of Puerto Rico, and territories and possessions of the United States; or
- (iii) Standardized Regulations (SR) for travel allowances in foreign areas.

(e) Subparagraph (c) does not incorporate the regulations cited above in their entirety. Only the coverages in the referenced regulations addressing the maximum per diem rates, the definitions of lodging, meals, and incidental expenses, and special or unusual situations are applicable to contractor travel.

(f) Airfare costs in excess of the lowest customary standard, coach, or equivalent airfare offered during normal business hours are unallowable except when such accommodations require circuitous routing, require travel during unreasonable hours, excessively prolong travel, result in increased cost that would offset transportation savings, are not reasonably adequate for the physical or medical needs of the traveler, or are not reasonably available to meet mission requirements. However, in order for airfare costs in excess of the above standard airfare to be allowable, the applicable condition(s) set forth above must be documented and justified.

4. Clause H.54 is added as follows:

H.54 Lobbying Restriction (Energy and Water Development Appropriations Act, 2001)

The contractor agrees that none of the funds obligated on this award shall be made expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to, communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

5. Clause H.55 is added as follows:

H.55 Lobbying Restriction (Department of Interior and Related Agencies Appropriations Act, 2001)

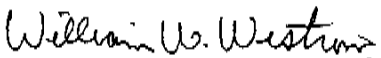
The contractor agrees that none of the funds obligated on this award shall be made available for any activity of the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete. This restriction is in addition to those prescribed elsewhere in statute and regulation.

6. Clause H.56 is added as follows:

H.56 Notice Regarding the Purchase of American-Made Equipment and Products - Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-Made.

7. Clause I.81 is deleted per Acquisition Letter AL-2000-04 since DOE Order 551.1A, Official Foreign Travel, is contained in Attachment E to the contract.

REQUIREMENTS CHANGE NOTICE		No.
		NNSA-01
		Page 1 of 14 Pages
Project	Location	
Baseline List of Required Compliance Documents	Oak Ridge, Tennessee	
Contractor		
BWXT Y-12, L.L.C.		
Contract No.	Date of Contract	
DE-AC05-00OR22800	August 31, 2000	
1.116 Laws, Regulations, and DOE Directives (June 1997) DEAR 970.5204-78		
<p>This Requirements Change Notice (RCN) No. NNSA-01 incorporates into Section J, Attachment E, Contract No. DE-AC05-00OR22800, the attached list of applicable documents which have been assessed against the terms and conditions of the subject contract in accordance with the above referenced clause. Changes to Section J, Attachment E are indicated by bold type.</p> <p>Below is a list of the directives incorporated herein:</p> <p>Delete:</p> <p>DOE O 5610.12</p> <p>Update:</p> <p>DOE M 474.1-1 - Modified Compliance Line</p> <p>Administrative Correction:</p> <p>Delete DOE 1500.3</p>		
DOE Authorizing Signature		Date:
 William W. Wistrom, Contracting Officer		12/29/2000

REQUIREMENTS CHANGE NOTICE

No.

NNSA-01

Page 1 of 14 Pages

Project

Baseline List of Required Compliance Documents

Location

Oak Ridge, Tennessee

Contractor

BWXT Y-12, L.L.C.

Contract No.

DE-AC05-00OR22800

I.116 Laws, Regulations, and DOE Directives (June 1997) DEAR 970.5204-78

Date of Contract

August 31, 2000

This Requirements Change Notice (RCN) No. NNSA-01 incorporates into Section J, Attachment E, Contract No. DE-AC05-00OR22800, the attached list of applicable documents which have been assessed against the terms and conditions of the subject contract in accordance with the above referenced clause. Changes to Section J, Attachment E are indicated by bold type.

Below is a list of the directives incorporated herein:

Delete:

DOE O 5610.12

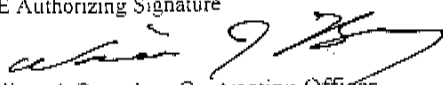
Update:

DOE M 474.1-1 - Modified Compliance Line

Administrative Correction:

Delete DOE 1500.3

DOE Authorizing Signature


William J. Brumley, Contracting Officer

Date:

12/29/2000

OUTLINE OF RCN No. NNSA-01 CHANGES

<u>ITEM</u>	<u>DATE</u>	<u>TITLE</u>	<u>CHANGE #</u>	<u>AUTHORIZATION</u>
RD# 001				
DOE	M 474.1-1	08/11/1999	Manual for Control and Accountability of Nuclear Materials	DOE ltr dated 10/24/2000 LMES ltr dated 03/30/2000

Modified compliance line

RD# 002

AL	SD	5610.12	08/17/1995	Packaging And Offsite Transportation Of Nuclear Components, And Special Assemblies Associated With The Nuclear Explosive And Weapon Safety Program	DOE ltr dated 12/11/1998
----	----	---------	------------	--	--------------------------

Delete, requirement covered by Implementation Assumption to S/RID RUID # 10285.

Administrative Correction

Delete 1500.3, FOREIGN TRAVEL AUTHORIZATION, dated 11/10/1986, which was canceled by DOE O 551.1 which was not distributed for ORO by the Directives Management Group. DOE O 551.1 was canceled by DOE O 551.1A which has been incorporated into the Attachment E of Section J by contract modification for which an OD number was not assigned.	DOE ltr dtd 09/14/2000 LMES ltr dtd 10/13/2000
--	---

SECTION J, ATTACHMENT E
BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS
DOE DIRECTIVES

<u>REQUIRED COMPLIANCE</u>		<u>DATE</u>	<u>TITLE</u>	<u>THROUGH CHANGE</u>	<u>NOTES (*)</u>
DOE	O 110.3	11/03/1999	Conference Management Compliance: Implementation will be in accordance with the Implementation Plan submitted to DOE-ORO on June 1, 2000.		
DOE	O 130.1	09/29/1995	Budget Formulation Process		
DOE	O 137.1A	08/30/1999	Plan for Operating in the Event of a Lapse in Appropriations		
DOE	M 140.1-1A	01/26/1999	Interface with the Defense Nuclear Facilities Safety Board		
DOE	N 142.1	07/14/1999	Unclassified Foreign Visits And Assignments		3
DOE	O 200.1	09/30/1996	Information Management Program		
DOE	M 200.1-1	03/1997	Telecommunications Security Manual		
DOE	N 205.1	07/26/1999	Unclassified Cyber Security Program Compliance: Implementation is in accordance with the LMES Implementation Plan approved by DOE-ORO on August 11, 2000.		3
DOE	N 205.2	11/01/1999	Foreign National Access to DOE Cyber Systems		3
DOE	N 205.3	11/23/1999	Password Generation, Protection, And Use		3
DOE	O 224.1	12/08/1997	Contractor Performance-Based Business Management Process		
DOE	O 241.1	08/17/1998	Scientific and Technical Information Management		
DOE	N 251.37	09/01/2000	Extension Of DOE Notices On Security		
DOE	O 252.1	11/19/1999	Technical Standards Program		
DOE	O 311.1A	12/30/1996	Equal Employment Opportunity and Diversity Program Compliance: Implementation will be in accordance with an implementation plan accepted by DOE March 31, 1998.		
DOE	O 350.1	09/30/1996	Contractor Human Resource Management Programs	Change 1 05/08/1998	

SECTION J, ATTACHMENT E
BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS
DOE DIRECTIVES

<u>REQUIRED COMPLIANCE</u>		<u>DATE</u>	<u>TITLE</u>	<u>THROUGH CHANGE</u>	<u>NOTES (*)</u>
DOE	N 350.5	04/15/1999	Use of Facility Contractor Employees for Services to DOE in the Washington D.C., Area		
DOE	O 412.1	04/20/1999	Work Authorization System		
DOE	N 413.1	12/10/1999	Extension of DOE O 413.1 Management Control Program		
DOE	O 413.1	12/06/1995	Management Control Program		
DOE	O 430.1A	10/14/1998	Life Cycle Asset Management Compliance: LMES letter dated March 15, 1999, stated a non-compliance issue related to DOE funding which is under consideration by the COR.		
DOE	N 430.2	06/13/2000	Extension Of DOE O 430.2, In-House Energy Management Compliance: ORO approval has been requested for implementation to be in accordance with implementation plan for DOE O 430.2 which was accepted by DOE on 07/21/1997.		
DOE	O 430.2	06/13/1996	In-House Energy Management Compliance: Implementation will be in accordance with an implementation plan accepted by DOE July 21, 1997.		
DOE	O 442.1	02/01/1999	Department Energy Employee Concerns Program		
DOE	M 452.4-1	07/01/1999	Protection of Use Control Vulnerabilities and Designs		
DOE	N 470.1	09/23/1999	Extension of DOE O 470.1, Safeguards and Security Program		3
DOE	O 470.1	09/28/1995	Safeguards and Security Program	Change 1 06/21/1996	
DOE	O 470.2A	03/01/2000	Security And Emergency Management Independent Oversight And Performance Assurance Program		
DOE	M 471.1-1	06/30/2000	Identification and Protection Of Unclassified Controlled Nuclear Information Manual		

**SECTION J, ATTACHMENT E
BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS
DOE DIRECTIVES**

<u>REQUIRED COMPLIANCE</u>		<u>DATE</u>	<u>TITLE</u>	<u>THROUGH CHANGE</u>	<u>NOTES (*)</u>
DOE	O 471.1A	06/30/2000	Identification and Protection Of Unclassified Controlled Nuclear Information		
DOE	N 471.2	09/23/1999	Extension of DOE O 471.2A, Information Security Program		3
DOE	O 471.2A	03/27/1997	Information Security Program		
DOE	M 471.2-1B	01/06/1999	Classified Matter Protection and Control Manual Compliance: Implementation to be in accordance with an implementation plan submitted to DOE on August 5, 1999.		
DOE	M 471.2-2	08/03/1999	Classified Information Systems Security Manual Note: DOE N 205.3 cancels and replaces paragraphs 4.j.(2) and (6), Chapter VI, plus paragraph 12.a.(2)(a), Chapter VII.		
DOE	M 471.2-3	04/20/2000	Special Access Program Policies, Responsibilities and Procedures Manual		
DOE	O 472.1B	03/24/1997	Personnel Security Activities		
DOE	M 472.1-1	05/22/1998	Personnel Security Program Manual		
DOE	N 473.4	05/26/2000	Department of Energy Badges		
DOE	N 473.5	06/05/2000	Security Area Vouching And Piggybacking		
DOE	O 474.1	08/11/1999	Control and Accountability of Nuclear Materials		
DOE	M 474.1-1	08/11/1999	Manual for Control and Accountability of Nuclear Materials Compliance: Implementation is in accordance with the LMES Implementation Plan approved by DOE on October 24, 2000.		
DOE	M 474.1-2	02/10/1998	Nuclear Materials Management and Safeguards System Reporting and Data Submission	Change 2 11/16/1998	
DOE	M 475.1-1	05/08/1998	Identifying Classified Information		
DOE	O 481.1	09/30/1996	Work for Others (Non-Department of Energy Funded Work)		
DOE	M 481.1-1	09/30/1996	Reimbursable Work for Non-Federal Sponsors Process Manual		

**SECTION J, ATTACHMENT E
BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS**

DOE DIRECTIVES

<u>REQUIRED COMPLIANCE</u>		<u>DATE</u>	<u>TITLE</u>	<u>THROUGH CHANGE</u>	<u>NOTES (*)</u>
DOE	N 534.1	09/29/1999	Extension of DOE O 534.1, Accounting		
DOE	O 534.1	09/29/1995	Accounting		
DOE	O 551.1A	08/25/2000	Official Foreign Travel		
DOE	M 573.1-1	07/12/2000	Mail Services User's Manual		
DOE	1270.2B	06/23/1992	Safeguards Agreement with the Int'l Atomic Energy Agency (IAEA)		1
DOE	1340.1B	01/07/1993	Management of Public Communications Publications & Scientific, Technical & Engineering Publications		
DOE	1350.1	10/28/1981	Audiovisual & Exhibits Management	Change 1 03/26/1984	
DOE	1450.4	11/12/1992	Consensual Listening-In to or Recording Telephone/Radio Conversations		
DOE	2030.4B	05/18/1992	Reporting Fraud, Waste, & Abuse		
DOE	2100.8A	01/27/1993	Cost Accounting, Cost Recovery, & Interagency Sharing of Informational Technical Facilities		
DOE	2110.1A	07/14/1988	Pricing of Departmental Materials & Services	Change 2 03/18/1992	

Compliance: Change 2 of the Order failed to incorporate interim guidance, "Policy on Waiver of DOE's Added Factor and Depreciation." Subsequent clarification from ORO confirmed the need to continue following this interim guidance.

Compliance: Implementation will be in accordance with DOE-ORO letter from J. R. Martin, Director, Finance Division, dated August 3, 1994, regarding the application of the departmental added factor (DAF) based on the source of funds. Effective August 3, 1994 the DAF rate will be applied to any work performed for a non-Federal entity (as opposed to full cost factor and depreciation normally applied to private work) if the work is financed from another Federal entity. Written documentation should be provided from the non-Federal entity or the other Federal agency. This change in policy applies only to new work.

SECTION J, ATTACHMENT E
BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS

DOE DIRECTIVES

<u>REQUIRED COMPLIANCE</u>		<u>DATE</u>	<u>TITLE</u>	<u>THROUGH CHANGE</u>	<u>NOTES (*)</u>
		Compliance: Implementation will be in accordance with DOE memorandum from Elizabeth E. Smedley, Controller, dated August 25, 1994, regarding the waiver of the added factor and depreciation for small businesses and nonprofit organizations participating in funds-in agreements, effective October 1, 1994. This waiver is valid for one year, through September 30, 1995.			
DOE	2300.1B	06/08/1992	Audit Resolution & Follow-up		
DOE	2320.1C	05/18/1992	Cooperation with the Office of Inspector General		
DOE	2320.2B	05/18/1992	Establishment of Departmental Position on Inspector General Reports		1
DOE	2321.1B	05/14/1992	Auditing of Programs & Operations		1
DOE	2340.1C	06/08/1992	Coordination of General Accounting Office Activities		1
DOE	5560.1A	05/08/1985	Priorities & Allocations Program		
AL	56XB, REV 1	02/01/1992	Development and Production Manual		
DOE	5610.2	08/01/1980	Control of Weapons Data	Change 1 09/02/1986	
DOE	5632.1C	07/15/1994	Protection and Control of Safeguards and Security Interests		
DOE	5632.1C-1	07/15/1994	Manual for Protection and Control of Safeguards and Security Interests	Change 1 04/10/1996	
MANUAL		Note: Chapter XI is canceled by DOE O 470.1. Note: Chapter III, paragraphs 1, 2, and 4 through 9 are canceled by DOE O 471.2.			
DOE	5639.8A	07/23/1993	Security of Foreign Intelligence Information & Sensitive Compartmented Information Facilities		
DOE	5660.1B	05/26/1994	Management of Nuclear Materials		
DOE	5670.1A	01/15/1992	Management & Control of Foreign Intelligence Compliance: Implementation is in accordance with MMES letter No. AE92-044 dated June 10, 1992		
DOE	5670.3	09/04/1992	Counterintelligence Program		

SECTION J, ATTACHMENT E
BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS
DOE DIRECTIVES

<u>REQUIRED COMPLIANCE</u>	<u>DATE</u>	<u>TITLE</u>	<u>THROUGH CHANGE</u>	<u>NOTES (*)</u>
SEN- 34-91	08/15/1991	Implementation of the Chief Financial Officers Act of 1990		1

SECTION J, ATTACHMENT E
BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS

ORO DIRECTIVES

<u>REQUIRED COMPLIANCE</u>		<u>DATE</u>	<u>TITLE</u>	<u>THROUGH CHANGE</u>	<u>NOTES (*)</u>
ORO	O 130		BUDGET		
	Chapter II	05/15/1996	Shutdown of Departmental Operations Upon Failure of Congress to Enact Appropriations	Change 2 07/28/1999	
ORO	O 140		EXTERNAL RELATIONSHIPS		
	Chapter II	05/15/1996	Safeguards Agreement with the International Atomic Energy Agency (IAEA)	Change 1 05/15/1998	
ORO	O 220		ASSESSMENTS		
	Chapter I	05/31/1996	Reporting Fraud, Waste, and Abuse to the Office of Inspector General	Change 1 07/29/1998	
	Chapter II	09/30/1996	Cooperation with the Office of Inspector General	Change 1 01/07/1999	
	Chapter III	05/31/1996	Establishment of Departmental Position on Inspector General Reports	Change 1 07/28/1998	
	Chapter IV	05/31/1996	Coordination of General Accounting Office Activities	Change 1 07/28/1998	
	Chapter VII	05/31/1996	Audit Resolution and Followup	Change 1 07/29/1998	
	Chapter IX	09/30/1996	Auditing of Programs and Operations		
ORO	O 250		STANDARDS MANAGEMENT		
	Chapter I	03/27/1998	Oak Ridge Operations (ORO) Standards Management Program Overview		2
	Chapter II	08/13/1996	Oak Ridge Operations (ORO) Directives System	Change 2 12/13/1999	
	Chapter IV	08/13/1996	Contract Appendix And Impact Assessments	Change 1 12/13/1999	

**SECTION J, ATTACHMENT E
 BASELINE LIST OF
 REQUIRED COMPLIANCE DOCUMENTS
 ORO DIRECTIVES**

<u>REQUIRED COMPLIANCE</u>	<u>DATE</u>	<u>TITLE</u>	<u>THROUGH CHANGE</u>	<u>NOTES (*)</u>
Chapter V	08/13/1996	Development, Approval and Maintenance of Work Smart Standards (WSSs)	Change 1 12/13/1999	
Chapter VI	08/13/1996	Implementation Plans	Change 1 01/06/2000	
Chapter VII	09/30/1996	Maintenance Of Standards/Requirements Identification Documents (S/RIDs)	Change 1 01/06/2000	
ORO	O 350	CONTRACTOR HUMAN RESOURCE PROGRAMS		
Chapter III	05/31/1996	Federal Labor Standards	Change 1 04/29/1999	
Chapter VI	06/28/1996	Workplace Substance Abuse Programs at Oak Ridge Sites	Change 1 09/30/1998	
ORO	O 410	MANAGEMENT		
Chapter I	09/24/1996	Work Authorization System	Change 1 12/01/1998	
Chapter II	05/31/1996	Management of Nuclear Materials	Change 1 09/21/1998	
ORO	O 430	LIFE CYCLE FACILITY OPERATIONS		
Chapter I	09/24/1996	Life Cycle Asset Management	Change 5 07/07/1999	
Chapter II	06/14/1996	In-House Energy Management	Change 1 11/04/1998	
Compliance: Compliance will be in accordance with an Implementation to be submitted by June 3, 1999.				
ORO	440	WORKER PROTECTION		
Chapter V	09/30/1996	Employee Concerns Management Program	Change 2 07/07/1999	

SECTION J, ATTACHMENT E
 BASELINE LIST OF
 REQUIRED COMPLIANCE DOCUMENTS
 ORO DIRECTIVES

<u>REQUIRED COMPLIANCE</u>		<u>DATE</u>	<u>TITLE</u>	<u>THROUGH CHANGE</u>	<u>NOTES (*)</u>
ORO	O 450		PROTECTION OF THE PUBLIC AND ENVIRONMENT		
	Chapter III	09/30/1996	Cultural Resources Management Program	Change 1 04/09/1999	
ORO	O 470		SAFEGUARDS AND SECURITY		
	Chapter I	09/30/1996	Safeguards and Security Program	Change 1 04/16/1999	
	Chapter IV	05/15/1996	Control of Weapon Data		
	Chapter VII	05/15/1996	Protection and Control of Safeguards and Security Interests	Change 2 08/20/1999	
	NOTE: Attachment 2 does not apply to contractor.				
	Chapter IX	05/15/1996	Control and Accountability of Nuclear Materials	Change 1 05/10/1999	
	Chapter XI	09/30/1996	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities	Change 1 04/23/1999	
ORO	Chapter XII	05/15/1996	Counterintelligence (CI) Program	Change 1 07/22/1998	
	N 471.2	03/05/1996	Technical Surveillance Countermeasures (TSCM) Program - Use of Telephone Lineman Handsets or Items Similar in Purpose, Use, or Effect on DOE-owned or -Leased Property	Change 2 04/15/1999	
ORO	O 530		ACCOUNTING		
	Chapter III	06/18/1996	Accounting	Change 1 09/02/1998	

SECTION J, ATTACHMENT E
 BASELINE LIST OF
 REQUIRED COMPLIANCE DOCUMENTS
 ORO DIRECTIVES

	<u>REQUIRED COMPLIANCE</u>	<u>DATE</u>	<u>TITLE</u>	<u>THROUGH CHANGE</u>	<u>NOTES (*)</u>
ORO	O 560		TELECOMMUNICATIONS AND DATA SYSTEMS		
	Chapter 1	05/15/1996	Unclassified Computer Security Program	Change 1 08/27/1998	
ORIG	4300.2B	12/23/1992	Non-DOE Funded Work		
	Compliance: Implementation will be in accordance with MMES letter dated March 5, 1996				

* Notes

(1) This document is not directly applicable to the Contractor; it is included in the list of applicable documents because the Contractor must provide certain information or input to DOE in order for DOE to comply with requirements specified in the document.

(2) This document is not directly applicable to the Contractor; however, it is included in this list of applicable documents because an associated document in the same series is applicable (e.g., because a DOE Order is applicable, the OR Order or ORIG is made applicable) or because the policies listed in the order are part of the Contractor's good business practices.

(3) This Notice was extended until December 31, 2000, by DOE N 251.37, Extension Of DOE Notices On Security, dated September 1, 2000.

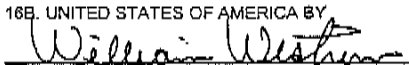
SECTION J, ATTACHMENT E
BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS

STANDARDS REQUIREMENTS IDENTIFICATION DOCUMENT (S/RID)

<u>Functional Area</u>	<u>Title</u>	<u>Revision Number</u>	<u>Date of ORO Approval Letter</u>
1.0	MS - Management Systems	5	08/10/1999
2.0	QA - Quality Assurance	4	08/22/2000
3.0	CM - Configuration Management	2	08/23/1996
4.0	TQ - Training & Qualification	4	05/26/2000
5.0	EM - Emergency Management	5	08/28/2000
9.0	OP - Operations	2	03/16/1999
10.0	MA - Maintenance	3	08/22/2000
11.0	RP - Radiation Protection	3	08/17/2000
12.0	FP - Fire Protection	3	04/23/1998
13.0	TR - Packaging and Transportation	5	05/18/2000
18.0	FS - Facility (Nuclear) Safety	7	10/02/2000
19.0	SH - Occupational Safety and Health	3	03/12/1999
20.0	EP - Environmental Protection	5	05/01/2000

SECTION J, ATTACHMENT E
BASELINE LIST OF
REQUIRED COMPLIANCE DOCUMENTS
WORK SMART STANDARDS (WSS)

<u>Functional Area/Title</u>	<u>Revision Number</u>	<u>Date of ORO Approval Letter</u>
Engineering Design and Construction	0	03/25/1997

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE AC		PAGES OF PAGES 1 1	
2. AMENDMENT/MODIFICATION A007		3. EFFECTIVE DATE See Block 16.c		4. REQUISITION/PURCHASE REQ. NO. NOPR	
5. PROJECT NO. (If applicable)					
6. ISSUED BY U. S. Department of Energy National Nuclear Security Administration P. O. Box 2001 Oak Ridge, TN 37831		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BWXT Y-12 P.O. Box 2009 MS 8014 Oak Ridge, TN 37831-8014		(X)		9A. AMENDMENT OF SOLICITATION NO.	
CODE		FACILITY CODE		9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER DE-AC05-00OR22800	
				10B. DATED (SEE ITEM 13) August 31, 2000	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION					
<p>The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers ____ is extended. ____ is not extended.</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning ____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOU ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) Obligate \$321,641,006.36					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ ORDERS, IT MODIFIES CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Clause I-90 and P.L. 95-91					
E. IMPORTANT: Contractor <u>X</u> is not, ____ is required to sign this document and return ____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/ MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
<p>Pursuant to the provisions of Clause I.90, the first sentence of paragraph (a) is hereby changed to read as follows:</p> <p>"The amount presently obligated by the Government with respect to this contract is \$387,641,006.36" \$5,000,000 of this amount is for transition activities.</p> <p>This represents an increase of \$321,641,006.36 from \$ 66,000,000 to \$387,641,006.36.</p> <p>Except as provided herein, all terms and conditions of the document referenced in Item 9A and 10A, as heretofore changed, remains unchanged and in full force and effect.</p>					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) William W. Wistrom Contracting Officer			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 11/30/2000	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE AC

PAGES OF PAGES

1 1 7

2. AMENDMENT/MODIFICATION
M0063. EFFECTIVE DATE
See Block 16.C4. REQUISITION/PURCHASE REQ. NO.
NOPR

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE 1

U. S. Department of Energy
National Nuclear Security Administration
P. O. Box 2001
Oak Ridge, TN 37831

7. ADMINISTERED BY (If other than Item 6)

CODE 1

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

BWXT Y-12
1055 Commerce Park Drive
Suite 300
Oak Ridge, TN 37830

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER
DE-AC05-00OR2280010B. DATED (SEE ITEM 13)
August 31, 2000

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ ORDERS.
IT MODIFIES CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority) Public Law 95-91 and Mutual Agreement

15. IMPORTANT: Contractor is not, X, is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/ MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2

DUP: 10/31/2000 10:10:00

Except as provided herein, all terms and conditions of the document referenced in Item 9A and 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
Ron Wessel
Contracts Manager16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
William W. Wistrom
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA BY

16C. DATE SIGNED

Signature of person authorized to sign

10/31/2000

Signature of Contracting Officer

10/31/2000

N 7540-01-152-8070
EVIUO EDITION UNUSABLE

10-105

STANDARD FORM 30
Prescribed by GSA (Rev. 10-83)
FAR (48 CFR) 53.243

The purpose of this modification is to add a new clause to Section H of the contract in order to define the term "Contractor" as used in FAR Clause 52.250-1 and to add clause I.124 FAR 52.250-1 INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984) (Alternate 1)

Clause 52.250-1 contained in this contract shall remain in effect until 11:59 PM (EST) September 30, 2005, unless the contract is extended pursuant to Section F.3 of the Contract in which case this clause shall remain in effect through the end of the period of such extension or until such earlier date as (a) this clause is superseded by written agreement of the Contractor and the Department of Energy or (b) until this contract is terminated or expires in accordance with its terms.

Clause 52.250-1 provides indemnification for the unusually hazardous or nuclear risks defined herein which are not covered by the Price Anderson Act (section 107c of the Atomic Energy Act of 1954, as amended, 42 U.S.C. § 2210[d]) or where the indemnification provided by the Price Anderson Act is limited by the restriction on public liability imposed by Section 170e of the Atomic Energy Act of 1954, as amended, (42 U.S.C. § 2210[e]) to an amount which is not sufficient to provide complete indemnification for the legal liability to which the Contractor is exposed.

1. Add the following new clause H.53.

H.53 DEFINITION OF CONTRACTOR IN FAR CLAUSE 52.250-1 (OCT 2000)

- (1) the term "Contractor" except as used in paragraphs (a) and (e) of clause 52.250-1 means
 - (A) BWXT Y-12, L.L.C., and
 - (B) BWXT Y-12, L.L.C.'s member companies: BWX Technologies, Inc. and Bechtel National Inc., including the ultimate parent companies and the affiliates of each, and
 - (C) employees, officers, and directors of any of the foregoing named or threatened to be named as defendants in lawsuits or litigation threatened or initiated by third parties which seek to impose or establish, or which could result in, a risk which is defined in this contract as unusually hazardous or nuclear, on account of actions or inactions of BWXT Y-12, L.L.C. or on account of the actions or inactions undertaken by the corporations or individuals identified in subparagraphs (a), (b), or (c) of FAR clause 52.250-1 for, and on behalf of, or with respect to, BWXT Y-12, L.L.C., under this contract;
- (2) the term "Contractor" as used in paragraphs (a), and (e), of FAR clause 52.250-1 means BWXT Y-12, L.L.C.;
- (3) the term "Contractor's business" as used in this clause means the management and operation

of the Y-12 plant at Oak Ridge, Tennessee, for the Department of Energy under this contract;

- (4) the terms "Contractor's operations at any one plant or separate location in which this contract is being performed" and "a separate and complete major industrial operation in connection with the performance of this contract" as used in this clause means the Y-12 plant located at Oak Ridge, Tennessee;
- (5) the term "nuclear materials" as used in this clause means source, special nuclear, or byproduct materials as those terms are defined in Section 11 of the Atomic Energy Act of 1954, as amended, 42 U.S.C. § 2014;
- (6) the term "agency head" as used in this clause means the Secretary of Energy; and
- (7) the term "affiliate" as used in this clause means the member companies of BWXT Y-12, L.L.C. (BWXT Technologies, Inc., Bechtel National, Inc. and the parent companies of each including the ultimate parent company of each) as well as companies, other than BWXT Y-12, L.L.C., that directly or indirectly, are owned or otherwise controlled by the member companies of BWXT Y-12, L.L.C.

2. Add the following Clause I.124 to the contract:

I.124 FAR 52.250-1 INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984) (Alternate 1)

- (a) "Contractor's principal officials", as used in this clause, means directors, officers, managers, superintendents, or other representatives supervising or directing
 - (1) All or substantially all of the Contractor's business;
 - (2) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or
 - (3) A separate and complete major industrial operation in connection with the performance of this contract.
- (b) Under Public Law 85-804 (50 U.S.C. § 1431-1435) and Executive Order 10789, as amended, and regardless of any other provisions of this contract, the Government shall, subject to the limitations contained in the other paragraphs of this clause, indemnify the Contractor against

- (1) Claims (including reasonable expenses of litigation or settlement) by third persons (including employees of the Contractor) for death; personal injury; or loss of, damage to, or loss of use of property;
 - (2) Loss of, damage to, or loss of use of Contractor property, excluding loss of profit; and
 - (3) Loss of, damage to, or loss of use of Government property, excluding loss of profit.
- (c) This indemnification applies only to the extent that the claim, loss, or damage (1) arises out of or results from a risk defined in this contract as unusually hazardous or nuclear and (2) is not compensated for by insurance or otherwise. Any such claim, loss, or damage, to the extent that it is within the deductible amounts of the Contractor's insurance, is not covered under this clause. If insurance coverage or other financial protection in effect on the date the approving official authorizes use of this clause is reduced, the Government's liability under this clause shall not increase as a result.
- (d) When the claim, loss, or damage is caused by willful misconduct or lack of good faith on the part of any of the Contractor's principal officials, the Contractor shall not be indemnified for
 - (1) Government claims against the Contractor (other than those arising through subrogation); or
 - (2) Loss or damage affecting the Contractor's property.
- (e) With the Contracting Officer's prior written approval, the Contractor may, in any subcontract under this contract, indemnify the subcontractor against any risk defined in this contract as unusually hazardous or nuclear. This indemnification shall provide, between the Contractor and the subcontractor, the same right and duties, and the same provisions for notice, furnishing of evidence or proof, and Government settlement or defense of claims as this clause provides. The Contracting Officer may also approve indemnification of subcontractors at any lower tier, under the same terms and conditions. The Government shall indemnify the Contractor against liability to subcontractors incurred under subcontract provisions approved by the Contracting Officer.
- (f) The rights and obligations of the parties under this clause shall survive this contract's termination, expiration, or completion. The Government shall make no payment under this clause unless the agency head determines that the amount is just and reasonable. The Government may pay the Contractor or subcontractors, or may directly pay parties to whom the Contractor or subcontractors may be liable.
- (g) The Contractor shall
 - (1) Promptly notify the Contracting Officer of any claim or action against, or any loss by, the

Contractor or any subcontractors that may reasonably be expected to involve indemnification under this clause;

- (2) Immediately furnish to the Government copies of all pertinent papers the Contractor receives;
 - (3) Furnish evidence or proof of any claim, loss, or damage covered by this clause in the manner and form the Government requires; and
 - (4) Comply with the Government's directions and execute any authorizations required in connection with settlement or defense of claims or actions.
- (h) The Government may direct, control, or assist in settling or defending any claim or action that may involve indemnification under this clause.
- (i) The cost of insurance (including self-insurance programs) covering a risk defined in this contract as unusually hazardous or nuclear shall not be reimbursed except to the extent that the Contracting Officer has required or approved this insurance.

The Government's obligations under this clause are

- (1) Excepted from the release required under this contract's clause relating to allowable cost; and
 - (2) Not affected by this contract's Obligations of Funds clause.
- (j) The term "a risk defined in this contract as unusually hazardous or nuclear" as used in this clause means the risk of legal liability to third parties (including legal costs as defined in paragraph (jj) of Section 11 of the Atomic Energy Act of 1954, as amended, 42 U.S.C. § 2014, notwithstanding the fact that the claim or suit may not arise under Section 170 of said Act) arising from actions or inactions in the course of the following work performed by the Contractor under this contract:
- (1) Activities on behalf of the Department of Energy involving weapons usable material in a nonproliferation effort on behalf of the United States, outside the United States, as described in (i) through (iv):
 - (i) The Department of Energy's transparency monitoring activities in Russia under the U.S.-Russian Agreement Concerning the Disposition of Highly Enriched Uranium Extracted from Nuclear Weapons dated January 18, 1993; and any extension or modification thereof;

- (ii) Inspection, packaging, transportation, and storage of weapons usable nuclear material located in the Former Soviet Union, including Russia, provided that the work has been directed by the Deputy Secretary; Senior Advisor to the Secretary for Nonproliferation & Director of Arms Control & Nonproliferation; or Director, Nonproliferation and National Security.
- (iii) Participation in the Department of Energy's nuclear materials protection and accountability programs in Russia, Ukraine, Kazakhstan, and Belarus, including developing such systems and consulting and training individuals, or international inspectors on such systems under the-

Agreement between the Department of Energy of the United States of America and the Federal Nuclear and Radiation Safety Authority of the Russian Federation to Cooperate on National Protection, Control, and Accounting of Nuclear Materials dated 2 October 1999.

Agreement between the Department of Defense of the United States of America and the Ministry of Defense of the Republic of Kazakhstan concerning Control, Accounting, and Physical Protection of Nuclear Material to Promote the Prevention of Nuclear Weapons Proliferation dated 13 December 1993;

Agreement between the Department of Defense of the United States of America and the Ukrainian State Committee on Nuclear and Radiation Safety concerning Development of State Systems of Control, Accounting, and Physical Protection of Nuclear Materials to Promote the Prevention of Nuclear Weapons Proliferation from Ukraine dated 18 December 1993;

Agreement between the Department of Defense of the United States of America and the Ministry of Defense of the Republic of Belarus concerning Control, Accounting, and Physical Protection of Nuclear Material to Promote the Prevention of Nuclear Weapons Proliferation dated 23 June 1995;

Joint Statement by the Secretary of Department of Energy of the United States of America and the Minister of the Russian Federation for Atomic Energy on Control, Accounting, and Physical Protection of Nuclear Materials dated 30 January 1996;

Joint Statement by the Secretary of Department of Energy of the United States of America and the Minister of the Russian Federation for Atomic Energy on Protection, Control, Accounting of Nuclear Materials dated 30 June 1995;

- (iv) Agreement between the United States of America and the Government of the Russian Federation on the Exchange of Technical Information in the Field of Nuclear Warhead Safety and Security dated 16 December 1994. This Agreement referred to as WSSX is the Agreement under which DOE/NN-42's Russian Lab-to-Lab Warhead Dismantlement Transparency Program is proceeding;

and other work as directed by the Department of Energy, if the President of the United States, the Secretary of Energy, the Deputy Secretary of Energy, or the Under Secretary of Energy specifically approves making the indemnity provided by this clause applicable to such work.

- (2) Other United States-sponsored activities outside the United States, as requested or approved by the President of the United States, the Secretary of Energy, the Deputy Secretary of Energy, or the Under Secretary for Nuclear Security and provided that the request or approval specifically makes the indemnity provided by this clause applicable thereto, involving:
 - (i) Transparency monitoring activities;
 - (ii) Inspection, packaging, transportation, and storage of weapons-usable nuclear material;
 - (iii) Nuclear materials protection, control and accountability programs known as the Material Protection Control and Accounting Systems;
 - (iv) Other nonproliferation work relating to weapons-useable nuclear material.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE AC		PAGES OF PAGES 1 1	
2. AMENDMENT/MODIFICATION A005		3. EFFECTIVE DATE November 1, 2000		4. REQUISITION/PURCHASE REQ. NO. NOPR	
5. PROJECT NO. (If applicable)		6. ISSUED BY U. S. Department of Energy National Nuclear Security Administration P. O. Box 2001 Oak Ridge, TN 37831		7. ADMINISTERED BY (If other than Item 6)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
BWXT Y-12 1055 Commerce Park Drive Suite 300 Oak Ridge, TN 37830		10A. MODIFICATION OF CONTRACT/ORDER DE-AC05-00OR22800		10B. DATED (SEE ITEM 13) August 31, 2000	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION					
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers <u>is extended</u>. <u>is not extended</u>.</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOU ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) Obligate \$ 61,000,000					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ ORDERS, IT MODIFIES CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
<p>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.</p> <p>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</p> <p>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</p> <p>X D. OTHER (Specify type of modification and authority) Clause I-90 and P.L. 95-91</p>					
E. IMPORTANT: Contractor <u>X</u> is not, _____ is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/ MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
<p>Pursuant to the provisions of Clause I.90, the first sentence of paragraph (a) is hereby changed to read as follows:</p> <p>"The amount presently obligated by the Government with respect to this contract is \$ 66,000,000." \$5,000,000 of this amount is for transition activities.</p> <p>This represents an increase of \$ 61,000,000 from \$ 5,000,000 to \$ 66,000,000.</p> <p>Except as provided herein, all terms and conditions of the document referenced in Item 9A and 10A, as heretofore changed, remains unchanged and in full force and effect.</p>					
15A. NAME AND TITLE OF SIGNER (Type or print)		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
		William W. Wistrom Contracting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		15B. UNITED STATES OF AMERICA BY	
(Signature of person authorized to sign)				William W. Wistrom	
				(Signature of Contracting Officer)	
				15C. DATE SIGNED	
				10/31/2000	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE AC	PAGES OF PAGES 1 1 2
2. AMENDMENT/MODIFICATION M004	3. EFFECTIVE DATE See Block 16.C	4. REQUISITION/PURCHASE REQ. NO. NOPR.	5. PROJECT NO. (If applicable)
6. ISSUED BY U. S. Department of Energy National Nuclear Security Administration P. O. Box 2001 Oak Ridge, TN 37831	7. ADMINISTERED BY (If other than Item 6)		CODE 1
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BWXT, Y-12 1055 Commerce Park Drive Suite 300 Oak Ridge, TN 37830		(X)	9A. AMENDMENT OF SOLICITATION NO.
CODE 1 FACILITY CODE			9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER DE-AC05-00OR22800
			10B. DATED (SEE ITEM 13) August 31, 2000

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 2 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOU ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ ORDERS, IT MODIFIES CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Public Law 95-91 and Mutual Agreement

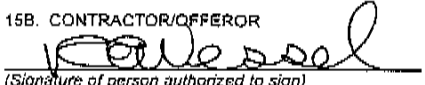
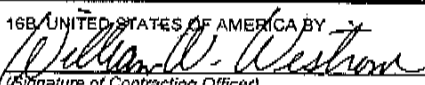
E. IMPORTANT: Contractor is not, X is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/ MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2

DUPLICATE ORIGINAL

Except as provided herein, all terms and conditions of the document referenced in Item 9A and 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Ron Wessel Contracts Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) William W. Wistrom Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 10/31/2000
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 10/31/2000

The purpose of this modification is to make the following changes to Section J of the contract:

1. Incorporate the attached Attachment A "Personnel Costs and Related Expenses" identified as Appendix A dated 11/01/2000.
2. Replace the current Attachment D "Key Personnel" with the attached.
3. Section J Attachment E is hereby renamed "Baseline List of Required Compliance Documents."
4. Replace the current Attachment E "Laws, Regulations, and DOE Directives" with the attached Attachment E, "Baseline List of Required Compliance Documents" dated October 18, 2000.
5. Delete the last sentence in Clause H.30(e) which reads, "However, the incumbent employees hired by the Contractor after the effective date of the contract shall not retain their service credit".
6. Add the following clause to Section H of the contract:

H.52 LISTS AND ATTACHMENTS

With respect to Clause I.116, DEAR 970.5204-78 Laws, Regulations, and DOE Directives, any reference to "List B" will refer to "Section J Attachment E".

PART III
LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

APPENDIX A
PERSONNEL COSTS AND RELATED EXPENSES

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1. Introduction

This Personnel Appendix sets forth allowable cost by advanced understanding for the Contractor's human resource management policies and related expenses, which have cost implications under the contract. This Appendix identifies those major cost areas deemed reasonable and allowable for reimbursement when incurred in the performance of the Contract work. This cost understanding is subject to all applicable provisions of the main contract.

The Contractor shall select, manage, and direct its work force and apply its human resource policies in general conformity with its private operations and/or standard industrial practice insofar as they are not inconsistent with this Contract. The Contractor shall use effective management review procedures and internal controls to assure that the cost limitations set forth herein are not exceeded, and that areas which require prior approval of the DOE Contracting Officer or designated representative are reviewed and approved prior to incurring of costs.

Either party may request that this Personnel Appendix A be revised, and the parties hereto agree to give consideration in good faith to any such request. Revisions to this Personnel Appendix shall be accomplished by executing Reimbursement Authorizations (DOE Form AD-36) as approved by the DOE Contracting Officer or designated representative. When revisions to this Personnel Appendix are agreed upon, revised pages will be issued reflecting such changes and will bear the effective date of such changes and the Reimbursement Authorization number in the upper right-hand corner of each page. The changes will be highlighted using "redline" feature or a similar word processing software feature.

This Appendix A is adopted for the exclusive benefit and convenience of the parties hereto, and nothing herein contained will be construed as conferring any right or benefit upon past, present, or future employees of the Contractor, or upon any other third party. Accordingly, neither this Appendix A nor any part thereof, as amended or modified, will be deemed to constitute a contract between a party hereto and any employee of the contractor or to be consideration for, or an inducement or condition of, the employment of any person, or to afford the basis for any claim or right of action whatsoever against a party hereto by any employee of the contractor or other third party.

The parties have agreed to increase the Contractor's latitude for managing overall personnel costs by eliminating many DOE approval requirements and holding the Contractor accountable for controlling and reducing total personnel costs. Nothing in this agreement precludes the government from making a future determination of unallowable costs based upon the test of reasonableness.

2. Definitions

Adjustment is a change in salary required to establish either internal or external equity.

Adjusted Rate, Adjusted Pay, or Adjusted Base Pay is the rate of pay per hour, per week, or per month, including any premium pay.

Average Rate. The rate which is determined by dividing the weekly straight-time pay by the number of hours worked during the payroll week when an employee works at more than one basic rate or more than one shift differential rate during a payroll week.

Basic Earnings. The amount obtained by multiplying the number of hours worked by the basic rate.

Basic Rate, Job Rate, or Basic Salary. Rate of pay per hour, per week, or per month, exclusive of any premium, but including any cost of living allowances (COLAs) established in any bargaining unit agreements established for each job classification in accordance with the approved wage and salary schedules.

Basic Workweek. A 40-hour workweek.

Change of Classification is the placement of an employee in a new classification due to reassignment without change in salary range.

Contractor. BWXT Y-12, LLC

DOE. The contracting officer or authorized representative of the contracting officer.

Demotion is the permanent placement of an employee in a lower-rated job classification.

Employee. A person hired by and working for the Contractor.

Exempt Employees. Executive, administrative, and professional employees who are exempt from certain provisions of the Wage and Hour laws. They are on the monthly or semi-monthly payroll.

Merit Increase is an increase in the salary of an employee within the established rate range of the job classification, which is granted consistent with the salary plan.

Nonexempt Employees. Employees who are covered under and are subject to the provisions of the Wage and Hour laws. They are on the weekly salaried or hourly payroll.

Overtime Pay. Payment (in addition to straight time) for any hours worked in excess of 8 hours in a 24 hour period or 40 hours within a payroll week for hourly and nonexempt salaried employees (or as otherwise agreed in advance and based on a 40 hour payroll week); and when applicable, payment for required hours worked in excess of 45 hours within a payroll week for eligible exempt salaried employees.

Payroll Day. The 24-hour period extending from midnight to midnight. Exception: Payroll day may vary from midnight to the established starting or ending time of the shift.

Payroll Week. Seven consecutive days (168 hours) extending from midnight Sunday to midnight Sunday. Exception: Payroll week may vary from midnight to the established starting or ending time of the shift.

Premium Pay. A payment in addition to straight time pay made for any reason other than overtime; for example, shift differential, weekend premium, etc.

Promotion is the permanent placement of an employee in a higher rated job classification due to an increase in the character or scope of his/her job assignment.

Reevaluation is a change of job level, up or down, through formal evaluation of an existing job.

Regular employee is any full-time or part-time employee on the contractor's payroll, not in a temporary status.

Regular Rate. The straight-time rate at which the hours are worked, or the average rate for the week, whichever is greater.

Regularly Scheduled Shift. The normal hours of working time in each payroll day established for each employee by the Director Human Resources.

Straight-time Pay or Straight-time Earnings. Amount obtained by multiplying the number of units of time worked by the straight-time rate per unit of time.

Straight-time Rate. The rate of pay per hour, per week, or per month obtained by adding the applicable shift differential rate to the basic rate for the job classification assigned at the time the work is performed.

Termination. Quit, discharge, layoff, retirement, death, and/or removal from the payroll because of disability (as distinguished from disability absence where the employee is not removed from the payroll).

3. Pay Policies

3.1 Bargaining Unit Employee Compensation

- a. The terms and conditions set forth in collective bargaining agreements (CBAs) and modifications thereto and established practices thereunder between the Contractor and recognized bargaining agents for its employees assigned to work under this contract (which involve expenditure of funds) constitute the allowable costs for bargaining unit members' compensation and benefits for reimbursement by DOE. The collective bargaining agreements, incorporated by reference, include those with the following bargaining agents:

*Atomic Trades and Labor Council
AFL-CIO and its Affiliated Unions
Including Local 480 of the IAM*

*Paper, Allied-Industrial Chemical and Energy
Workers International Union (PACE), Local # 5-288*

Prior to the negotiation of a new and/or revised CBA, the Contractor will review its negotiation plan with DOE and obtain DOE approval of its cost parameters and/or subsequent changes thereto. Reasonable costs which arise from administration of or pursuant to CBAs shall constitute allowable costs. The specific approval of DOE shall be obtained in the case of unusual items. The contractor will provide to DOE copies of its CBAs as they are entered into or modified and will keep DOE informed as far in advance as practicable of significant labor developments, which are potentially precedent setting, may involve high cost, or potential work stoppages.

3.2 Nonrepresented Employee Compensation

3.2.1 Policy/Objectives

The Contractor will implement a compensation program to attract, motivate, retain, and reward a competent work force to effectively accomplish the performance of work under the Contract at a reasonable cost to the government. Professional compensation methodologies and best business practices will be used in the management of the compensation program. Compensation costs will be managed consistent with the Contractor's prevailing operating budget and budget forecast.

3.2.2 Salary Administration

The Contractor shall:

- a. Implement a compensation system with the following components:
 - (1) Market policy for exempt salary structures and base salaries that seek to match average salaries in the competitive market at the beginning of the plan year.
 - (2) Market policy for nonexempt salary structure and base salaries that seeks to match average salaries in the competitive market in the middle of the plan year.

- (3) A job evaluation system for establishing appropriate job worth hierarchy.
 - (4) A performance management system that supports a pay-for-performance compensation philosophy.
 - (5) System for developing a compensation plan.
 - (6) System for planning and controlling compensation expenditures and evaluating the effectiveness of the program.
 - (7) System for dismantling job content.
 - (8) System for communicating the compensation program to employees and managers.
- b. Obtain DOE approval prior to changing compensation system component numbers 1-5 above.
 - c. Obtain DOE approval on the salary surveys and survey participants used for market comparisons.
 - d. Develop a Salary Increase Plan (SIP) annually, if appropriate, for the expenditure of funds that is consistent with the company's market policy, ability to pay, and relevant economic data, and obtain advanced DOE approval of this SIP.

The SIP will include the following:

- (1) Analysis of salary survey data and contractor's market position for salary structures and base pay levels. Comparison of average pay and salary range midpoints to market average pay for benchmark positions.
- (2) Identification of needed funds by payroll groups expressed as a percentage of the appropriate base payroll for the end of the previous plan year. All components will be identified therein, e.g. merit, promotion, adjustment, lump sum, etc. Unexpended portions of the SIP for one salary year are not carried into the succeeding salary year. All pay actions granted under the SIP are fully charged when they occur regardless of time of year in which the action transpires and whether the employee terminates before the year-end (commonly called recovery).
- (3) The Contractor will evaluate major changes occurring in a given year, such as significant reduction in Contractor employment levels and adjust the SIP if appropriate.
- (4) Assessment of contractor's financial condition to determine affordability of increasing compensation costs.
- (5) Communication materials and tools for supervisors to help them plan salary actions to manage base salary relationships and pay for performance.

- (6) Submit an annual expenditure report, DOE F3220.8, to include breakouts for merit, promotion, adjustments, lump sums, and structure movement for each payroll showing actual against planned amounts.

- e. Assure no catch up occurs for monies saved, as a result of the Secretary of Energy's 1994-salary freeze in accordance with prior DOE direction.

3.2.3 Approval of Individual Compensation Actions

The Contractor will submit annually proposed individual salary actions for Key Personnel identified in Section J, attachment D of this contract for approval by DOE.

3.2.4 Other Pay Provisions

a. Overtime

- (1) The Contractor shall maintain adequate internal controls to ensure that employee overtime is authorized only if cost effective and necessary to ensure performance of work under this contract. The Contractor shall notify the Contracting Officer when in any given year it is likely that overtime usage as a percentage of payroll may exceed, or is likely to exceed, four percent. In such circumstances the contractor will submit to DOE an overtime plan forecasting the overtime necessary to meet known work requirements. This report will be provided to DOE within 30 days after the beginning of the fiscal year. Overtime will be managed to provide for the safe and cost-effective utilization of human resources and efficient conduct of business. Performance will be reported to the DOE on an annual basis, approximately 30 days after the end of the fiscal year.
- (3) Nonexempt salaried employees may be paid for overtime hours worked on the same basis as employees within the bargaining units defined in Section 3.1.
- (4) Exempt salaried employees are eligible for either straight time pay or compensatory time off when required to work at the direction of their management in excess of 45 hours per week, as follows:
 - a. Employees at or below Salary Grade 5 are eligible for straight time pay.
 - b. All exempt employees, except those eligible for incentive compensation, are eligible to earn compensatory time off at the rate of one hour earned for two hours worked. Individual compensatory time may not exceed 80 hours annually.
 - c. Casual overtime will not be paid.
- (5) Employees in a capacity of supervisor may receive additional compensation when required to work extensive additional hours, which result in serious inequities with other employees in the same work group.

b. Other Supplements

- (1) Pay practices may apply to nonexempt salaried employees to the maximum allowable consistent with collective bargaining agreements for the following benefits:

Call-in Allowance	Report for Work
Change in Working Schedule	Saturday and Sunday Work
Holiday Pay	Lunch periods
EMT Premium	Meal Allowance
Licensing Payments	Shift Differential
Overtime and/or Premium Pay	

- (2) Saturday and Sunday Work – An exempt salaried employee who works on Saturday as part of the regular schedule may receive an additional twenty-five cents per hour for such work, unless such work is part of an extended workweek.

An exempt salaried employee who works on Sunday as part of the regular schedule may receive an additional fifty cents per hour for such work, unless such work is part of an extended workweek.

These payments may not be included in earnings when calculating the employee's participation in the various benefit plans.

- (3) Meal Allowances – An exempt salaried employee may be paid a meal allowance to the maximum allowable consistent with bargaining unit agreements set forth in Section 3.1.
- (4) EMT Premium – An exempt salaried employee who is required by the company to carry the EMT Medical Technician Certification may be paid a premium consistent with that paid under bargaining unit agreements listed in Section 3.1.
- (5) Licensing Payments – Where required to perform specific jobs in nuclear reactor operations related positions, a licensing payment for nuclear reactor controllers and related licensed positions is an allowable cost as long as the total compensation remains reasonable as supported by market data. Licensing payments discontinue upon failure to receive the required periodic re-licensing.

c. Salaried Employees - Part Time Employment

Part-time employees may be hired regardless of the salary ranges that are to be used. Compensation, determined by time actually worked, will be calculated on the same basis as for full time, salaried employees at a rate comparable to that paid to regular employees in similar assignments. All part-time employees are considered nonexempt for overtime purposes consistent with Fair Labor Standards Act regardless of job classification.

Part-time employees may participate in the following plans and activities:

Company Service	Pension Plan
Group Insurance	Safety Programs and Awards
Holiday Pay (if working)	Savings Plan
Jury Duty (scheduled workday)	Shift Differential
Layoff Allowance	Travel
Occupational Disability	Vacation Plan
Overtime Premium	Voting

The cost of group health insurance premiums for part-time employees working 50 percent or greater is the same as regular employee premiums. Part-time employees working less than 50 percent will pay the regular employee premium plus 50 percent of the company's premium for health insurance. The cost of group life insurance will be the same as regular employee premiums for all part-time employees regardless of the hours worked. Vacation eligibility is prorated on the basis of total hours worked as a percentage of the regular schedule during the prior year (hours worked divided by 2,080 hours). Part-time employees are eligible to convert to full-time status when management deems the change to be in the best interest of work performance under the Contract.

d. Shift Differentials - Exempt Employees

Exempt salaried employees assigned to shift work will receive shift differential as follows:

- (1) Employees assigned to the standard rotating shift schedule may receive up to \$65 a month.
- (2) Employees assigned to the 4 p.m. to 12-midnight shift or any variation of this shift may be paid up to \$60 per month.
- (3) Employees assigned to the 12 midnight to 8 a.m. shift or any variation of this shift, may be paid up to \$110 a month.
- (4) Employees assigned to a rotating shift other than the standard rotating shift will be paid a combination of the appropriate differentials based on the percent of time worked on each shift.
- (5) Employees assigned to an irregular shift may be paid the differential for the shift on which more than 50 percent of the hours were worked. If time is equal, the highest rate may be used.

e. Holiday Pay

Hourly employees will be paid in accordance with collective bargaining agreements listed under paragraph 3.1 of this Appendix. Salaried employees working on scheduled holidays may be given holiday pay when schedules and contract requirements necessitating work to be scheduled on company observed holidays

(which are listed under paragraph 4.2 of this Appendix). Holiday pay is paid at the rate of 2 times the employee's adjusted rate for nonexempt employees and 2 times the employee's adjusted rate for exempt employees in grades 5 and below. Exempt salaried employees above salary grade 5 are not eligible for a holiday pay premium.

3.3 Severance Pay

3.3.1 Severance Pay Benefit

a. General

Severance pay is payable to an employee who has three months or more of Company Service Credit and who is laid off on account of lack of work—unless the layoff is caused by a temporary suspension of work or the employee was hired for intermittent or casual work or as a temporary worker for a limited time or for a specific project.

If the Contractor reemploy an employee after having been paid a severance payment, Company Service Credit for any subsequent severance payment consideration shall start from the date of such reemployment. If any individuals are re-employed by the Contractor prior to the end of the period covered by the severance pay (e.g., received 20 weeks severance pay, but re-employed after 15 weeks), the difference must be refunded.

No severance pay is paid to employees who terminate their employment voluntarily, who are discharged, or who resign by Contractor request, except for:

- (1) Medical reasons (i.e., those terminated due to contractor determination of mental or physical inability to perform available work).
- (2) Voluntary Reduction in Force (VRIF) Programs: Situations wherein a reduction in force is necessary in an employee unit and an employee volunteers with Contractor consent to be laid off in the reduction in force in place of another person. All VRIF programs require prior DOE approval.

b. Amount of Severance Pay

Severance pay will be calculated on the basis of the employee's basic rate in effect at the time of layoff (including extended hours' pay, if any, but excluding all overtime premium or shift differential) and may be paid in accordance with the following schedules:

(1) Hourly Employees

Refer to the terms and conditions set forth in the applicable collective bargaining agreements listed in section 3.1.a of this Appendix for allowable costs.

(2) Salaried Employees

<u>Company Service Credit</u>	<u>Severance Pay</u>
Under 3 months	No pay
3 months and under 1 year	1/12 of ½ month's pay for each completed month of company service credit
1 year and under 3 years	½ month's pay
3 years and under 5 years	¾ month's pay
5 years and under 7 years	1 month's pay
7 years and under 10 years	1-½ month's pay
10 years	2 month's pay
11 years or more	Same for 10 years, plus ¼ month for each additional year of service

3.3.2 Replacement Employer

Severance pay benefits are not payable when an employee is employed by or receives an offer of employment with a replacement contractor where continuity of employment with credit for prior length of service is preserved under substantially equivalent pay and benefits.

4. Benefit Programs and Policies

The employee benefit plans, and related cost, described in this section are approved by DOE for application to employees working on this Contract and are reimbursable. In addition, retirees of this Contractor or the predecessor Contractor have limited coverage of these benefits.

The benefit programs will be designed and administered to attract, retain, and motivate competent and productive staff. The programs will be competitive with labor markets from which employees are recruited, cost effective and in compliance with applicable laws and regulations.

Refer to the terms and conditions set forth in applicable collective bargaining agreements listed in this Appendix A, Section 3.1.a, for allowable costs for hourly employees.

Contractor benefit programs will be designed and administered to attract, retain, and motivate competent and productive staff to support the DOE missions. In order to determine reasonableness of cost, the Contractor will:

- a. Conduct a benefits value study (market assessment) every 2 years to evaluate the relative value of the overall benefits package.
- b. DOE and the contractor will mutually agree on the companies to be used in each benefits value study. DOE will receive a copy of the study.
- c. The contractor's net benefit value will be managed so as not to exceed the average net benefit value (from the benefits value study) with appropriate consideration for the financial health of the organization and the reasonableness of the total compensation package.
- d. All changes to the contractor's benefit programs will be approved by the DOE.

4.1 Company Service Credit

Company and Credited Service can be restored to employees in accordance with the Contractor's Company and Credited Service policies. Policies will be administered consistently in accordance with applicable laws, and BWXT Y-12, Bechtel, or BWXT corporate rules as applicable.

- a. The contractor may recognize (for the purpose of establishing appropriate vacation benefits) prior service credit earned while employed for the DOE system provided all the required criteria contained in Acquisition Letter 94-19 are met. This is done in order to facilitate the retention of certain critically skilled employees within the DOE management and operating, performance-based management, and environmental restoration and management contractor workforce systems. The Director of Human Resources must approve any grant of vacation credit.
- b. When an individual is transferred to the service of the contractor from the DOE or from one of its contractors because of a DOE approved transfer of a function to the Contractor, such

employees may be granted Company Service Credit for all of such previous DOE contract-related service provided that:

- (1) The individual's service with the previous employer is essentially continuous with the time of transfer to the Contractor;
 - (2) The Company Service Credit thus allowed does not entitle the employee to buy back interest in employee benefits such as the Retirement Plan, but is limited to possible increased future benefits such as, but not limited to, vacations, non-occupational disability allowances, and layoff allowances; and,
 - (3) In all other respects the Company Service Credit will be allowed in accordance with the Contractor's Company Service Credit Rules.
- c. BWXT Y-12 employees transferring directly from a Bechtel or BWXT affiliated company will retain the continuous or credited service date recognized by the affiliated company from which they transfer for the purpose of vacation eligibility, and savings plan, pension plan, retiree medical plan vesting, and eligibility for early retirement.

4.2 Holidays

The Contractor observes the following holidays during the calendar year.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Friday after Thanksgiving	Good Friday
Last Monday in May	Christmas Day
Christmas Associated	Independence Day
Independence Day Associated	
(or other day determined by contractor)	

4.3 Short Term Disability Pay for Salaried Employees

Under the contractor's absence control program, a system to assure appropriate administrative actions are taken in a timely manner based upon medical evidence is implemented to assure reasonable sick leave usage and management of the Disability Allowance Program for both non-occupational Disabilities. The schedule of maximum salary continuation for short-term disabilities is as follows:

<u>Company Service Time</u>	<u>Duration of Salary Continuation</u>
One month but less than two months	One month
Two months but less than three months	Two months
Three months but less than four months	Three months
Four months but less than five months	Four months
Five months but less than six months	Five months
Six or more months	Six months

Salary continuation for short-term disabilities will be on a per disability basis. Ordinarily, salary payments during short-term disabilities will be made at the employee's adjusted rate. Any "loss-

of-earnings" payments received, such as Workmen's Compensation Benefits in cases of occupational disability, will offset the continued payments of salary.

4.4 Vacations

- a. The cost of salaried employee vacations taken in accordance with the established vacation plan is allowable.
- b. Eligible employees are strongly encouraged to use at least 80 hours of vacation each year.

Company Service On 1/1/96	Vesting Schedule	Eligibility	Banking Maximum
Employees > 15 years	Upon attainment of actual service Upon attainment of actual service Vested vacation for next CY on 12/31 of previous CY. CSC requirements in eligibility table can be met anytime in the CY in which the vacation is taken	6 mos. CSC - 40 hrs. 1 yr. CSC - 80 hours 2-4 yrs. CSC - 80 hrs 5-9 yrs. CSC - 120 hrs. 10-19 yrs. CSC - 160 hrs. 20-29 yrs. CSC - 200 hrs. 30+yrs. CSC - 240 hrs.	None None None 40 hrs. /yr. - max 240 hrs. 80 hrs. /yr. - max. 240 hrs 80 hrs. /yr. - max 240 hrs. 80 hrs. /yr. - max. 240 hrs.
Employees < 15 years	Upon attainment of actual service Upon attainment of actual service Vested vacation for next CY on 12/31 of previous CY. CSC requirement in eligibility table can be met anytime in the CY in which the vacation is taken.	6 mos. CSC - 40 hrs. 1 yr. CSC - 80 hrs. 2-4 yrs. CSC - 80 hrs. 5-9 yrs. CSC - 120 hrs. 10-19 yrs. CSC - 160 hrs. 20+yrs. CSC - 200 hrs.	None None None 40 hrs. /yr. - max 240 hrs. 80 hrs. /yr. - max 240 hrs. 80 hrs. /yr. - max 240 hrs.
New Hires on or after 1/1/96	Vacation accrued monthly	6 mos. CSC - 40 hrs. 1 yr. CSC - 80 hrs. 2-4 yrs. CSC - 80 hrs. 5-9 yrs. CSC - 120 hrs. 10-19 yrs. CSC - 160 hrs. 20+yrs. CSC - 200 hrs.	None None None 40 hrs/yr. - max. 200 hrs. 80 hrs. /yr. - max 200 hrs. 80 hrs. /yr. - max 200 hrs.

*Hourly vacation schedules are governed by bargaining unit contracts.

4.4.1 Vacation Payments

- a. An hourly employee who is deprived of a vacation at the end of the year due to a short-term disability, through management action, or because of unusual working conditions may receive payment for such vacation in addition to regular pay. A salaried employee similarly deprived of a vacation will receive equivalent time off in the following year unless the contractor authorizes payment for the vacation.
- b. An individual may be paid for unused vacation at the time of termination.

4.4.2 Vacation Exceptions

The Director Human Resources has authority to change vacation entitlement in two ways:

- (1) By rolling entitlement from one year to the next where work schedules did not permit the employee to use the vacation and banking is not available; or
- (2) By granting up to two weeks of additional vacation eligibility on an exception basis to select new employees when, in the opinion of the Contractor, such an extraordinary entitlement is necessary to successfully hire the senior, critical, or key employee. In such exceptional cases, the individual would be eligible for either three or four weeks of vacation each year as authorized by the Director Human Resources until their company service would deem them eligible for more vacation.

4.5 Leaves of Absence

4.5.1 Personal Leave

Salaried employees may be granted time off with pay for personal commitments which cannot be handled except during working hours and for tardiness due to severe weather conditions and similar occurrences which temporarily prevent the employee from reporting to work. The amount of time is limited to a maximum of 40 hours per calendar year. The Director Human Resources may authorize up to an additional 40 hours for extenuating circumstances.

- a. Personal leave is any excused absence which results in fewer hours worked than normally scheduled, and which is not granted as compensation for unpaid overtime worked or is not made up with overtime. Salaried employees may be excused from work for extenuating personal circumstances, such as serious illness in the immediate family, appearance in court as a witness other than for the contractor or DOE, or any similar circumstance which in the opinion of the Contractor warrants an excused absence and will not interfere with the Contractor's operations granting personal leave shall be prudently controlled, and vacation will be used for most personal circumstances, such as marriages, graduations, and similar occasions. The contractor shall maintain a system for approval and tracking of Personal Leave usage.

- b. Personal leave with pay is at the employee's adjusted salary rate.
- c. Hours paid for under the provisions of this policy do not count as worked toward Overtime and/or Premium pay.

4.5.2 Leave of Absence Without Pay

An employee may be granted a leave of absence without pay, of any duration, by the contractor provided the absence will not interfere with the Contractor's operations or create any conflict of interest. Continuation of benefits during leave of absence without pay will be administered according to the Contractor's leave of absence policy.

- a. Granting of company service for the full period of the leave (not to exceed 3 years) and restoration of vacation eligibility immediately upon return to work may be provided for employees who return to work from:
 - 1. Leaves granted when it is in the company's interest to make an employee's expertise or services available to DOE, another DOE contractor, another government agency, or to work-related agencies such as the International Atomic Energy Agency (Vienna), or the Center for Study of Communicable Diseases (Atlanta).
 - 2. Entrepreneurial leaves granted to accelerate technology start up based on DOE developed technologies.
- b. Continuation of company service credit and/or immediate restoration of vacation upon return to work for any leave without pay other than those listed above require prior DOE approval if the leave exceeds 180 days.

4.5.3 Paid Educational Leave/Sabbatical Leave

- a. Salary continuation and benefit costs will be allowable for the granting of paid educational/sabbatical leaves for the following purposes:
 - 1. To obtain advanced degrees in fields of study, which, in the opinion of the contractor, will further the DOE mission.

Such leaves may be approved for a cumulative duration not to exceed 24 months per individual.
- b. No more than four individuals may be on paid educational/sabbatical leave at any given time.
- c. The leaves require approval by the Director Human Resources.
- d. If the employee does not return to active work after the approved leave period, the employee will be required to pay back the salary continuation and benefits costs received during the leave.

- e. If the employee voluntarily leaves the Contractor's payroll prior to working three years after returning to active work, the employee will be required to pay back the salary continuation and benefit costs on a prorated schedule based on the amount of time they have been back on the contractor's payroll.
- f. No educational assistance, travel or relocation expenses will be paid to employees on these leaves of absence with pay.

4.6 Jury Duty

An employee who is called for jury duty will be protected against loss of pay for the period of time needed to fulfill the obligation.

Employees will be paid their adjusted rate of pay for the regular day. Hours paid for under this policy will count as hours worked by salaried and hourly employees in the calculation of Overtime and/or Premium Pay.

4.7 Death Benefits – Salaried Employee Payments

In case of death of a salaried employee, salary payments may be continued until the end of the month following the month in which death occurs.

4.8 Military Service, Training, and Emergency Duty

Military service, training and emergency duty policies are administrated in accordance with applicable laws, contractor policies, and procedures. An employee will be granted a leave and protection against loss of pay for required military training and emergency duty. Such payments are limited to a maximum of 2 weeks per year (or 4 weeks every 2 years) for training and one month per year for emergency duty at the employee's adjusted rate.

An employee also may be paid for absences from work when required to register or take a physical examination required for entry into the armed forces.

4.9 Community Service

4.9.1 Civic Leave

Employees holding elected federal, state, or local government office may be permitted to utilize a reasonable period of working time with pay to carry out responsibilities which are required by the office and cannot be handled outside working hours.

4.9.2 Civil Defense/Emergency Preparedness Exercises

Employees who have volunteered and have been accepted by a local Civil Defense Organization to participate in community or national defense alert operations or in Civil Defense/Emergency Preparedness training may be excused from work for such participation without loss of pay for scheduled hours of work.

4.9.3 Election Officials

An employee who has been officially appointed to serve as an election officer, judge, or clerk may be excused from work without loss of pay for the period of time necessary to serve in such capacity.

4.9.4 Voting Time

Employees may be excused from work without loss of pay for the minimum time needed to vote in a national, state, county, or municipal election consistent with state laws.

4.10 Group Insurance Plans

The Contractor will be reimbursed for all cost incurred in implementing, administering, and funding comprehensive group insurance plans. Initial implementations or substantial changes to these plans require DOE approval. The features of these plans are set forth in policies and summary plan descriptions, a current copy of which will be provided to DOE. These plans will be administered consistently in accordance with Plan Documents, insurance contracts, applicable laws and fiduciary responsibilities.

The Contractor will periodically review the Plans to assure plan designs represent good business practices regarding the incorporation of cost containment features, and to assure the overall benefit package is reasonable from a total compensation perspective.

Plan	Current Contractor Cost
Group Life Insurance	Active salaried employees, retirees under 65 – 50% of full cost for basic life
Medical Expense including Prescription Drug and Vision Plans	Active employees – 88% of full cost Retirees (with greater than 10 years full service) – 75% of full cost
Major Medical Medicare Supplement Plan	Retirees (with greater than 10 years full time service) – 50% of full cost
Dental Expense Assistants Plan	Active employees – 88% full cost Retirees under 65 – 75% of full cost
Travel Insurance	100% full cost
Special Accident Insurance Plan	0 – fully paid employee
Long Term Disability Plan	100% of full cost for replacement income – 60% of salary
Medical and Dependent Care Flexible Spending Accounts	Administrative Cost only

*This table will be revised to reflect approved benefit plan changes when determined.

4.10.1 Benefits Programs for Displaced Workers

- a. The cost of medical plan coverage for contractor employees who have separated from employment, excluding those terminated "for cause," will be reimbursable from the date of separation provided the employee was:
 1. On the employment rolls and voluntary or involuntary separation on or after September 27, 1991, as a result of the implementation of a work force restructuring plan requested by the Secretary of Energy; and,
 2. Eligible for medical insurance coverage under the contractor's plan at the time of separation; and,
 3. Not eligible for coverage under an employer's group health plan or Medicare since the time of separation.
- b. Retirees eligible for medical coverage under the Contractor's health plan will not be eligible for coverage under Section 3161 of the National Defense Authorization Act of 1993.
- c. Benefits for displaced workers contained in Workforce Restructuring Plan, developed pursuant to the National Defense Authorization Act of 1993, are reimbursable to the extent that a specific description of each benefit with supporting information and detailed projected costs has been reviewed and approved in advance by DOE, for inclusion in the Plan.

4.11 Pension and Savings Plans

The Contractor will be reimbursed for all costs incurred in implementing, administering, and funding the above plans. Initial implementations or substantial changes to these plans require DOE approval. The features of the Pension and Savings Plans are set forth in plan descriptions, current copies of which will be provided to DOE. These plans will be administered consistently and in accordance with applicable laws, Internal Revenue Service code, Plan Documents, and fiduciary responsibilities.

The Contractor will periodically review the Plans to assure that the plan design meets Contractor objectives to provide income replacement value consistent with industry standards, and to assure the overall benefit package is reasonable and competitive from a total compensation perspective.

The contractor cost of these plans is included in the table below:

Plan	Contractor Cost
Pension Plan	100% contractor paid
Savings Plan	100% match up to 2% of pay 50% match up to 4% of pay (4% of total pay)

4.11.1 Reports

The Contractor will submit copies of actuarial valuation reports (prepared by the Contractor's actuarial consultants), a copy of IRS Form 5500 with schedules as submitted to IRS, and other financial or accounting reports developed or required in connection with the DOE reimbursed Pension and Retirement Plans.

4.11.2 Non-Qualified Pension Plans

Non-qualified Pension Plans implemented solely to replace the reductions in the Pension Plan benefit due to limitations imposed by Sections 415 and 401(a) 17 of the Internal Revenue Code are reimbursable under this contract. These plans will provide employees with benefits provided under the formulae expressed in the contractor's Pension plan and does not provide any additional benefit absent the Internal Revenue Code limitations. These benefits will be funded on a pay-as-you-go basis.

4.11.3 Contract Termination/Expiration

The contractor shall not terminate any benefit plan without DOE approval. All costs for claims arising from defined benefit plans and post-retirement life, medical and other benefit liabilities for active and retired employees are obligations of the government. It is the intention of DOE not to entertain any enhancements in these programs after the contractor announces the intention not to renew the contract. At the termination or expiration of this contract, the contractor's obligations to employees and retirees for these plans shall be relieved and indemnified by the government as described below:

a. Defined Benefit Plans

- (1) If the contract terminates or expires and there is a replacement contractor, all assets and liabilities shall transfer to the replacement contractor, and the contractor shall be relieved of, and indemnified by DOE, against any and all liabilities arising from such plans.
- (2) If the contract terminates or expires and there is no replacement contractor, the plan shall be terminated in accordance with the provisions of ERISA and the Internal Revenue Code (IRC). Annuity purchase bids will be solicited from a minimum of five of the ten largest insurance companies whose AM Best rating is A+ and who are currently quoting pension plan termination annuities. After all obligations for all liabilities (as defined in IRC 1.414(1)) of these defined benefit plans have been fully funded, as well as any related tax liability of the corporation, any remaining assets shall be returned to the DOE. If the assets are insufficient to cover pension obligations, DOE shall provide additional funding to cover such obligations.
- (3) If the plan terminates before the contract terminates the definition and disposition of assets and liabilities shall be as specified in paragraph (2).

- (4) Under the scenarios described in paragraphs (1), (2), and (3), the contractor shall actively manage all assets until the date of settlement. Such management shall include protection of principal if appropriate.

b. Defined Contribution Plan

Upon contract termination, individual employee accounts in the defined contribution plan shall be handled in accordance with the provisions of ERISA. Any unallocated funds (e.g., suspense accounts) shall be returned to the DOE.

c. Post-Retirement Life and Medical, and Other Benefit Obligations

- (1) If the contract terminates and there is a replacement contractor, all assets and liabilities shall transfer to the replacement contractor, and the contractor shall be relieved of, and indemnified by DOE, against any and all further liabilities arising from such plans.
- (2) If the contract terminates and there is no replacement contractor, DOE will make available to the contractor in a timely manner sufficient funds so that the contractor has no out-of-pocket expenditures from corporate funds to cover all liabilities incurred under this contract related to Contracting Officer-approved employee welfare benefit plans (including but not limited to medical, life, and workers' compensation). If so requested by DOE at the time of contract termination or expiration, where there is no replacement contractor, the Contractor will, with Contracting Officer Approval, (which will not be unreasonably denied) either (i) continue as the sponsor of these plans until all liabilities of such plans are discharged, or (ii) purchase annuities to guarantee the accrued liabilities of the plans which will be discharged by a third party insurance company.

d. Taxes and IRS Penalties

If contractor action or inaction regarding plans approved by the Contracting Officer results in a tax or other IRS penalty, the contractor shall pay it from corporate funds. If DOE action or inaction regarding plans approved by the Contracting Officer results in a tax or other IRS penalty, the contractor shall pay it from DOE funds.

4.12 Employee Assistance Program

The Contractor will provide for an Employee Assistance Program consistent with the Drug Free Workplace Act of 1988. This benefit will be administered in accordance with the contract between the contractor and the EAP vendor. Periodic internal reviews will be conducted to assess cost/benefit of program delivery.

4.13 Funeral Leave

In the event of the death of a member of the employee's immediate family, a salaried employee may be granted leave with pay for up to four days.

4.14 Decision Making Leave

Time off with pay for a decision making leave under the Contractor's discipline program is Allowable.

5. Employee Programs

5.1 Education and Training

a. Cooperative Educational Program

The Contractor may provide temporary employment opportunities for students under the cooperative education and student intern programs.

b. Educational Assistance Program

The Contractor may provide financial assistance to eligible employees who engage in educational activities in order to establish, maintain, or upgrade skill required by the Contractor. Eligible employees must satisfactorily complete courses of study to be eligible for assistance. Educational assistance may include payment for tuition, textbooks, and fees. Payment may also be made for proficiency testing, which results in the granting of academic credit or is otherwise required by the school.

Regular work hours may be rescheduled to attend classes provided that there is no significant reduction in the employee's productive contribution caused by the rescheduling. Reduction of work schedules, with appropriate reduction of pay, and leaves of absence may be granted to facilitate course completion where deemed beneficial to pay for work under the Contract. Employees participating in Educational Assistance Program may use facilities, equipment, and services in support of their studies if approved by management.

c. University Program Participation

The Contractor may permit a rescheduling of regular work hours or a reduction in the work schedule and corresponding reduction in pay for Contractor employees who are engaged in teaching, planning, or general management at local colleges or universities.

d. Training

The Contractor may conduct or permit employees to attend training programs and courses that are based on training needs assessments. These training courses should contribute to the performance of work under the contract and be provided at reasonable costs to the government.

e. Benefit Plans Participation

Employees working on a reduced workweek schedule under 5.1.b and c will be permitted to participate in all employee plans, based on their full regular salaries and the continuation of full Company Service Credit.

5.2 Employee Recognition and Memberships

The costs of employee recognition programs and organizational and individuals memberships are allowable based on a budget formula not to exceed 1/4 of 1% of base payroll on September 30 of the prior fiscal year. Program costs include the following:

- a. Company service awards for achieving service milestones consistent with the Corporate service awards program.
- b. Safety awards and recognition to promote health and safety.
- c. Awards, recognition, and celebrations for participating in management initiatives, special achievements, retirement, and similar activities to the extent that they are reasonable and consistent with industry practice.
- d. The costs of organization and employee memberships in trade, business, and technical organizations necessary for effective performance of work under the contract provided they are reasonable and do not constitute payments for, or in support of, partisan and political (lobbying) activity.

5.3 Patent Awards

Cash Awards of \$500 may be made to each inventor (or each co inventor) for each invention filed in the U.S. Patent and Trademark Office, which benefit the objectives of the Contractor and DOE.

6. Travel and Relocation

- a. The Contractor may pay transportation, lodging, meals, incidental, relocation, and other expenses for employees or other persons required to travel or move in conjunction with the performance of work under this contract. Allowable costs for travel and relocation include costs according to applicable provisions of the FAR and DEAR, the Federal Travel Regulations, and the Internal Revenue Service auto allowance. The Contractor may deviate in specific instances where it is determined to be economically advantageous to the DOE and to the extent such deviations conform to pertinent regulations and law. The Contractor will maintain records based on its determinations to deviate in specific instances sufficient for audit review.
- b. When the Contractor requires employees to work at locations of significant distance from their regular assignment, on a temporary or permanent basis, geographic pay allowances may be appropriate. The intent is to keep employee's compensation and standards of living reasonably whole so that they suffer neither a significant financial loss nor gain because of the assignment.
- c. Relocation costs are those costs incident to (1) the permanent change of duty station of an existing employee and (2) the recruitment of a new employee.
- d. Costs incurred in the recruitment of personnel consistent with applicable provisions of the DEAR and FAR and Federal Travel Regulations are reimbursable.

7. Miscellaneous Policies

7.1 Participation in Association Activities

Cost incurred as a result of participation in the activities of technical, professional, and business methods associations will be allowed, as long as reasonable and necessary for the performance of effective work under the contract.

7.2 Licenses and Fees

The costs of required licenses, fees, and similar costs to certify and maintain employee qualifications to perform work under the contract are allowable. The Contractor will closely manage and control the number of licenses/fees to limit reimbursed costs to provide a sufficient number of qualified employees to reasonably perform the affected work under the contract.

7.3 Personnel Borrowed

The cost associated with BWXT Y-12 company employees not working for BWXT Y-12 borrowed for incidental work under this contract is reimbursable. Reimbursement for the time such employees work under this contract will be allowable in accordance with the home operating unit's disclosed costing practices. Time worked under this contract will include the time spent by employees en route to and returning from the site of work. Travel cost of such borrowed personnel will be allowed on the same basis as for employees working on the contract.

7.4 Personnel Loaned

The Contractor may loan, at no cost to the government, individuals working under this contract to other operations as long as it does not interfere with the performance of contract work. Each loan arrangement will be reviewed to assure no conflict of interest and will be approved by the cognizant BWXT Y-12 Contract Operations Manager. A cumulative report showing all employees loaned, along with the total days loaned and services provided, will be submitted to the DOE annually.

7.5 Personnel Support Activities

The Contractor will be reimbursed for costs for activities incidental to the promotion of morale, welfare, health, and safety of employees, such as employee publications; health and first aid clinics; net costs of in-plant food services (operated on a break-even basis); employees time to promote employee participation in Blood Drives, U.S. Savings Bonds and United Fund campaigns; and other similar activities which may be sanctioned by the Contractor.

7.6 Protective Clothing

Employees who are required or allowed to wear special clothing, shoes and protective equipment for various reasons such as safety, housekeeping, protection from harmful chemicals or radioactive contamination, guard exercise clothing, etc., are furnished such items at no cost to the employees. Cost of providing and laundering of such special clothing are allowable costs. Safety glasses or goggles and safety shoes other than those furnished by the Contractor (one pair of which may be sold to any employee once every two years at \$8 less than cost per pair in

an attempt to prevent off-the-job lost time accidents) are also allowable costs.

7.7 Business Expenses

The following expenses to the extent reasonable and which contribute to the effectiveness of the Contractor's work under the contract will be allowable:

- a. Booklets and pamphlets describing the capabilities of the Contractor, e.g., operational, financial, personnel, etc.
- b. Cost of meetings, including cost associated with activities such as labor negotiations, recruiting, etc.
- c. The cost of business meals is allowable to the extent reasonable and necessary for the effective performance of contract work. The Contractor shall establish and maintain effective internal controls.

7.8 Key Personnel

DOE approval must be obtained for any changes or additions to the key personnel positions listed in Section J Attachment D, consistent with the requirements detailed in Section I-105 of this contract.

SECTION J - ATTACHMENT D

KEY PERSONNEL

General Manager	John Mitchell
Deputy General Manager	Buddy Conner
DSW Program Manager	Bill Reis
Campaigns Program Manager	Kevin Finney
RTBF Program Manager	Mark Barth
EUO Restart Manager	Pam Horning
Planning and Integration Manager	Larry Cumberland
Modernization Manager	Cindy Hayes
ES&H Manager	Les Reed
Operations Manager	Dick Carlson

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	<u>REQUIRED COMPLIANCE</u>	<u>DATE</u>	<u>TITLE</u>	<u>THROUGH CHANGE</u>	<u>NOTES (*)</u>
DOE	O 110.3 Compliance: Implementation will be in accordance with the Implementation Plan submitted to DOE-ORO on June 1, 2000.	11/3/1999	Conference Management		
DOE	O 130.1	09/29/1995	Budget Formulation Process		
DOE	O 137.1A	08/30/1999	Plan for Operating in the Event of a Lapse in Appropriations		
DOE	M 140.1-1A	01/26/1999	Manual for DOE Interface with Defense Nuclear Facilities Safety Board		
DOE	N 142.1	07/14/1999	Unclassified Foreign Visits And Assignments		3
DOE	O 200.1	09/30/1996	Information Management Program		
DOE	M 200.1-1	03/1997	Telecommunications Security Manual		
DOE	N 205.1 Compliance: Implementation is in accordance with the LMES Implementation Plan approved by DOE-ORO on August 11, 2000.	07/26/1999	Unclassified Cyber Security Program		3
DOE	N 205.2	11/01/1999	Foreign National Access to DOE Cyber Systems		3
DOE	N 205.3	11/23/1999	Password Generation, Protection, And Use		3
DOE	O 224.1	12/08/1997	Contractor Performance-Based Business Management Process		
DOE	N 251.37	09/01/2000	Extension Of DOE Notices On Security		
DOE	O 241.1	08/17/1998	Scientific and Technical Information Management		
DOE	O 252.1	11/19/1999	Technical Standards Program		
DOE	O 311.1A Compliance: Implementation will be in accordance with an implementation plan accepted by DOE March 31, 1998.	12/30/1996	Equal Employment Opportunity and Diversity Program		

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DOE	O 350.1	09/30/1996	Contractor Human Resource Management Programs	Change 1 05/08/1998	
DOE	N 350.5	04/15/1999	Use of Facility Contractor Employees for Services to DOE in The Washington D.C., Area		
DOE	O 412.1	04/20/1999	Work Authorization System		
DOE	N 413.1	12/10/1999	Extension of DOE O 413.1 Management Control Program		
DOE	O 413.1	12/06/1995	Management Control Program		
DOE	O 430.1A	10/14/1998	Life Cycle Asset Management Compliance: LMES letter dated March 15, 1999, stated a non-compliance issue related to DOE funding which is under consideration by the COR.		
DOE	N 430.2	06/13/2000	Extension Of DOE Order (O) 430.2, In-House Energy Management Compliance: ORO approval has been requested for implementation to be in accordance with implementation plan for DOE O 430.2 which was accepted by DOE on 07/21/1997.		
DOE	O 430.2	06/13/1996	In-House Energy Management Compliance: Implementation will be in accordance with an implementation plan accepted by DOE July 21, 1997.		
DOE	O 442.1	02/01/1999	Department Energy Employee Concerns Program		
DOE	M 452.4-1	07/01/1999	Protection of Use Control Vulnerabilities and Designs		
DOE	N 470.1	09/23/1999	Extension of DOE O 470.1, Safeguards and Security Program		3
DOE	O 470.1	09/28/1995	Safeguards and Security Program	Change 1 06/21/1996	
DOE	O 470.2A	03/01/2000	Security And Emergency Management Independent Oversight And Performance Assurance Program		

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DOE	M 471.1-1	06/30/2000	Identification and Protection Of Unclassified Controlled Nuclear Information Manual		
DOE	O 471.1A	06/30/2000	Identification and Protection Of Unclassified Controlled Nuclear Information		
DOE	N 471.2	09/23/1999	Extension of DOE O 471.2A, Information Security Program		3
DOE	O 471.2A	03/27/1997	Information Security Program		
DOE	M 471.2-1B	01/06/1999	Classified Matter Protection and Control Manual Compliance: Implementation to be in accordance with an implementation plan submitted to DOE on August 5, 1999.		
DOE	M 471.2-2	08/03/1999	Classified Information Systems Security Manual Note: DOE N 205.3 cancels and replaces Paragraphs 4.j.(2) and (6), Chapter VI, plus Paragraph 12.a.(2)(a), Chapter VII.		
DOE	M 471.2-3	04/20/2000	Special Access Program Policies, Responsibilities, And Procedures Manual		
DOE	O 472.1B	03/24/1997	Personnel Security Activities		
DOE	M 472.1-1	05/22/1998	Personnel Security Program Manual		
DOE	N 473.4	05/26/2000	Department of Energy Badges		
DOE	N 473.5	06/05/2000	Security Area Vouching And Piggybacking		
DOE	O 474.1	08/11/1999	Control and Accountability of Nuclear Materials		
DOE	M 474.1-1	08/11/1999	Manual for Control and Accountability of Nuclear Materials Compliance: Implementation to be in accordance with an Implementation Plan submitted to DOE on March 30, 2000.		
DOE	M 474.1-2	02/10/1998	Nuclear Materials Management and Safeguards System Reporting and Data Submission	Change 2 11/16/1998	

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DOE	M 475.1-1	05/08/1998	Identifying Classified Information		
DOE	O 481.1	09/30/1996	Work for Others (Non-Department of Energy Funded Work)		
DOE	M 481.1-1	09/30/1996	Reimbursable Work for Non-Federal Sponsors Process Manual		
DOE	N 534.1	09/29/1999	Extension of DOE O 534.1, Accounting		
DOE	O 534.1	09/29/1995	Accounting		
DOE	O 551.1A	08/25/2000	Official Foreign Travel		
DOE	M 573.1-1	07/12/2000	Mail Services User's Manual		
DOE	1270.2B	06/23/1992	Safeguards Agreement with the Int'l Atomic Energy Agency (IAEA)		1
DOE	1340.1B	01/07/1993	Management of Public Communications & Scientific, Technical, & Engineering Publications		
DOE	1350.1	10/28/1981	Audio Visual & Exhibits Management	Change 1 03/26/1984	
DOE	1450.4	11/12/1992	Consensual Listening-In to or Recording Telephone/Radio Conversations		
DOE	1500.3	11/10/1986	Foreign Travel Authorization	Change 7 07/06/1994	
Compliance: Implementation is in accordance with DOE letter from Martha Krebs, Director, Office of Energy Research, dated May 24, 1994.					
Compliance: Implementation will be in accordance with John J. Easton Jr., Assistant Secretary for Energy International Affairs and Energy Emergencies letter dated June 21, 1990.					
DOE	2030.4B	05/18/1992	Reporting Fraud, Waste, & Abuse		
DOE	2100.8A	01/27/1993	Cost Accounting, Cost Recovery, & Interagency Sharing of Informational Technical Facilities		

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DOE	2110.1A	07/14/1988	Pricing of Departmental Materials & Services	Change 2 05/18/1992	
	<p>Compliance: Change 2 of the Order failed to incorporate interim guidance, "Policy on Waiver of DOE's Added Factor and Depreciation." Subsequent clarification from ORO confirmed the need to continue following this interim guidance.</p>				
	<p>Compliance: Implementation will be in accordance with DOE-ORO letter from J. R. Martin, Director, Finance Division, dated August 3, 1994, regarding the application of the departmental added factor (DAF) based on the source of funds. Effective August 3, 1994 the DAF rate will be applied to any work performed for a non-Federal entity (as opposed to full cost factor and depreciation normally applied to private work) if the work is financed from another Federal entity. Written documentation should be provided from the non-Federal entity or the other Federal agency. This change in policy applies only to new work.</p>				
	<p>Compliance: Implementation will be in accordance with DOE memorandum from Elizabeth E. Smedley, Controller, dated August 25, 1994, regarding the waiver of the added factor and depreciation for small businesses and nonprofit organizations participating in funds-in agreements, effective October 1, 1994. This waiver is valid for one year, through September 30, 1995.</p>				
DOE	2300.1B	06/08/1992	Audit Resolution & Follow-up		
DOE	2320.1C	05/18/1992	Cooperation with the Office of Inspector General		
DOE	2320.2B	05/18/1992	Establishment of Departmental Position on Inspector General Reports		1
DOE	2321.1B	05/14/1992	Auditing of Programs & Operations		1
DOE	2340.1C	06/08/1992	Coordination of General Accounting Office Activities		1
DOE	5560.1A	05/08/1985	Priorities & Allocations Program		
AL	56XB, REV 1	02/01/1992	Development and Production Manual		
DOE	5610.2	08/01/1980	Control of Weapons Data	Change 1 09/02/1986	

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AL	SD 5610.12	08/17/1995	Packaging and Offsite Transportation of Nuclear Components, and Special Assemblies Associated with the Nuclear Explosive and Weapon Safety Program		
DOE	5632.1C	07/15/1994	Protection and Control of Safeguards and Security Interests		
DOE Manual	5632.1C-1 Note: Chapter XI is canceled by DOE O 470.1. Note: Chapter III, paragraphs 1, 2, and 4 through 9 are canceled by DOE O 471.2.	07/15/1994	Manual for Protection and Control of Safeguards and Security Interests	Change 1 04/10/1996	
DOE	5639.8A	07/23/1993	Security of Foreign Intelligence Info & Sensitive Compartmented Information Facilities		
DOE	5660.1B	05/26/1994	Management of Nuclear Materials		
DOE	5670.1A Compliance: Implementation is in accordance with MMES letter No. AE92-044 dated June 10, 1992	01/15/1992	Management & Control of Foreign Intelligence		
DOE	5670.3	09/04/1992	Counterintelligence Program		
SEN-	34-91	08/15/1991	Implementation of the Chief Financial Officers Act of 1990		1

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ORO DIRECTIVES

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ORO	O 130	05/15/1996	BUDGET		
	Chapter II	05/15/1996	Shutdown of Departmental Operations Upon Failure of Congress to Enact Appropriations	Change 2 07/28/1999	
ORO	O 140	05/15/1996	EXTERNAL RELATIONSHIPS		
	Chapter II	05/15/1996	Safeguards Agreement with the International Atomic Energy Agency (IAEA)	Change 1 05/15/1998	
ORO	O 220	05/31/1996	ASSESSMENTS		
REV 1		09/30/1996	ASSESSMENTS		
	Chapter I	05/31/1996	Reporting Fraud, Waste, and Abuse to the Office of Inspector General	Change 1 07/28/1998	
	Chapter II	09/30/1996	Cooperation with the Office of Inspector General	Change 1 01/07/1999	
	Chapter III	05/31/1996	Establishment of Departmental Position on Inspector General Reports	Change 1 07/28/1998	
	Chapter IV	05/31/1996	Coordination of General Accounting Office Activities	Change 1 07/28/1998	
	Chapter VII	05/31/1996	Audit Resolution and Followup	Change 1 07/28/1998	
	Chapter IX	09/30/1996	Auditing of Programs and Operations		
ORO	O 250	08/13/1996	STANDARDS MANAGEMENT		
REV 1		09/30/1996	STANDARDS MANAGEMENT		
REV 2		03/27/1998	STANDARDS MANAGEMENT		
REV 3		01/06/2000	STANDARDS MANAGEMENT		
	Chapter I	03/27/1998	Oak Ridge Operations Standards Management Program Overview		2

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	Chapter II	12/13/1999	Oak Ridge Operations (ORO) Directives System	Change 2 12/13/1999	
	Chapter IV	12/13/1999	Contract Appendix And Impact Assessments	Change 1 12/13/1999	
	Chapter V	12/13/1999	Development, Approval and Maintenance of Work Smart Standards (WSSs)	Change 1 12/13/1999	
	Chapter VI	01/06/2000	Implementation Plans	Change 1 01/06/2000	
	Chapter VII	01/06/2000	Maintenance Of Standards/Requirements Identification Documents (S/RIDs)	Change 1 01/06/2000	
ORO	O 350	05/31/1996	CONTRACTOR HUMAN RESOURCE PROGRAMS		
	Chapter III	05/31/1996	Federal Labor Standards	Change 1 04/29/1999	
	Chapter VI	06/28/1996	Workplace Substance Abuse Programs at Oak Ridge Sites	Change 1 09/30/1998	
ORO	O 410	05/31/1996	MANAGEMENT		
REV 1		09/24/1996	MANAGEMENT		
	Chapter I	09/24/1996	Work Authorization System	Change 1 12/01/1998	
	Chapter II	05/31/1996	Management of Nuclear Materials	Change 1 09/21/1998	
ORO	O 430	06/14/1996	LIFE CYCLE FACILITY OPERATIONS		
REV 1		09/30/1996	LIFE CYCLE FACILITY OPERATIONS		
	Chapter I	09/24/1996	Life Cycle Asset Management	Change 5 07/07/1999	
	Chapter II	06/14/1996	In-House Energy Management	Change 1 11/04/1998	

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	Compliance: Compliance will be in accordance with an Implementation to be submitted by June 3, 1999.				
ORO REV I	O 440	01/24/1997	WORKER PROTECTION		
	Chapter V	09/30/1996	Employee Concerns Management Program	Change 2 07/07/1999	
ORO	O 450	09/30/1996	PROTECTION OF THE PUBLIC AND ENVIRONMENT		
	Chapter III	09/30/1996	Cultural Resources Management Program	Change 1 04/09/1999	
ORO REV I	O 470	05/15/1996	SAFEGUARDS AND SECURITY		
		09/30/1996	SAFEGUARDS AND SECURITY		
	Chapter I	09/30/1996	Safeguards and Security Program	Change 1 04/16/1999	
	Chapter IV	05/15/1996	Control of Weapon Data		
	Chapter VII	05/15/1996	Protection and Control of Safeguards and Security Interests	Change 2 08/20/1999	
	Note: Attachment 2 does not apply to the contractor.				
	Chapter IX	05/15/1996	Control and Accountability of Nuclear Materials	Change 1 05/10/1999	
	Chapter XI	09/30/1996	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities	Change 1 04/23/1999	
	Chapter XII	05/15/1996	Counterintelligence (CI) Program	Change 1 07/22/1998	

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ORO	N 471.2	03/05/1996	Technical Surveillance Countermeasures (TSCM) Program - Use of Telephone Lineman Handsets or Items Similar in Purpose, Use, or Effect on DOE-owned or -Leased Property	Change 2 04/15/1999	
ORO	O 530	06/18/1996	ACCOUNTING		
	Chapter III	06/18/1996	Accounting	Change 1 09/02/1998	
ORO	O 560	05/15/1996	TELECOMMUNICATIONS AND DATA SYSTEMS		
	Chapter I	05/15/1996	Unclassified Computer Security Program	Change 1 08/27/1998	
ORIG	4300.2B	12/23/1992	Non-DOE Funded Work		
	Compliance: Implementation will be in accordance with MMES letter dated March 5, 1996				

* Notes

- (1) This document is not directly applicable to the Contractor; it is included in the list of applicable documents because the Contractor must provide certain information or input to DOE in order for DOE to comply with requirements specified in the document.
- (2) This document is not directly applicable to the Contractor; however, it is included in this list of applicable documents because an associated document in the same series is applicable (e.g., because a DOE Order is applicable, the OR Order or ORIG is made applicable) or because the policies listed in the order are part of the Contractor's good business practices.
- (3) This Notice was extended until December 31, 2000, by DOEN 251.37, Extension Of DOE Notices On Security, dated September 1, 2000.

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STANDARDS REQUIREMENTS IDENTIFICATION DOCUMENT (S/RID)

<u>Functional Area</u>	<u>Title</u>	<u>Revision Number</u>	<u>Date of ORO Approval Letter</u>
1.0	MS - Management Systems	5	08/10/1999
2.0	QA - Quality Assurance	4	08/22/2000
3.0	CM - Configuration Management	2	08/23/1996
4.0	TQ - Training & Qualification	4	05/26/2000
5.0	EM - Emergency Management	5	08/28/2000
9.0	OP - Operations	2	03/16/1999
10.0	MA - Maintenance	3	08/22/2000
11.0	RP - Radiation Protection	3	08/17/2000
12.0	FP - Fire Protection	3	04/23/1998
13.0	TR - Packaging and Transportation	5	05/18/2000
18.0	FS - Facility (Nuclear) Safety	7	10/02/2000
19.0	SH - Occupational Safety and Health	3	03/12/1999
20.0	EP - Environmental Protection	5	05/01/2000

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WORK SMART STANDARDS (WSS)

<u>Functional Area/Title</u>	<u>Revision Number</u>	<u>Date of ORO Approval Letter</u>
Engineering Design and Construction	0	03/25/1997

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE AC	PAGES OF PAGES 1 I 3
2. AMENDMENT/MODIFICATION M003	3. EFFECTIVE DATE See Block 16.C	4. REQUISITION/PURCHASE REQ. NO. NOPR	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE 1 U. S. Department of Energy National Nuclear Security Administration P. O. Box 2001 Oak Ridge, TN 37831		7. ADMINISTERED BY (If other than Item 6) CODE 1	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BWXT Y-12 1055 Commerce Park Drive Suite 300 Oak Ridge, TN 37830 1 FACILITY CODE		(X)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER DE-AC05-00OR22800
			10B. DATED (SEE ITEM 13) August 31, 2000

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers ___ is extended. ___ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ ORDERS, IT MODIFIES CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

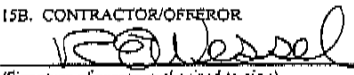
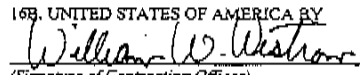
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Public Law 95-91 and Mutual Agreement

E. IMPORTANT: Contractor ___ is not, X is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/ MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A and 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Ron Wessel Contracts Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) William W. Wistrom Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 10/26/2000
15B. CONTRACTOR/OFFEROR  (Signature of Contracting Officer)	16C. DATE SIGNED 10/26/2000

The purpose of this modification is to make the following changes:

B.2 TRANSITION COST, ESTIMATED COST, MAXIMUM AVAILABLE FEE, AND AVAILABLE FEE

(a) Estimated Cost:

- (1) The term of the transition period is from September 1, 2000 through October 31, 2000. The transition period) will be on a cost reimbursement basis and the estimated cost will be negotiated after contract award.
- (2) The Estimated Cost of the Fiscal Year (FY) 2001 period of performance is \$567,376,000 (including fee).

(b) Fee:

- (1) The Estimated Fee Base as defined in Department of Energy Acquisition Regulations (DEAR) 970.15 for FY 2001 is \$484,177,068. The proposed Maximum Available Fee for FY 2001 is \$22,000,000.
- (2) The Maximum Available Fee as proposed and set forth in (b)(1) above for FY 2001 shall also serve as the Maximum Available Fee for FY 2002 – FY 2005 and Option Years FY 2006 - FY 2010 unless the Estimated Fee Base for a given fiscal year deviates by more than plus or minus 15% from the Estimated Fee Base set forth above for FY 2001. The proposed Maximum Available Fee shall be applicable to the prime contractor and its members in a joint venture or limited liability company, teaming partners, and subcontractors identified and considered as part of the selection and award of this contract, if any.
- (3) In the event the Estimated Fee Base deviates for any fiscal year more than plus or minus 15% from the Estimated Fee Base set forth in (b)(1) above, the Contractor agrees to negotiate with the U.S. Department of Energy (DOE) an equitable adjustment to the Maximum Available Fee amount to reflect the impact of such deviation. The new Maximum Available Fee for that fiscal year will be the amount calculated by DOE in accordance with DEAR 970.15 (consistent with the FY 2001 fee computation methodology), multiplied by the ratio of the proposed FY 2001 Maximum Available Fee in (b)(1) above and \$23,198,932. In the event the parties are unable to reach agreement on the Maximum Available Fee amount, the Government reserves the right to unilaterally establish the Maximum Available Fee amount.
- (4) The Available Fee for FY 2001 – FY 2005 and Option Years FY 2006 - FY 2010 will be negotiated annually (or any other period as may be mutually agreed to between the parties) between the Contractor and the Government. The Available Fee will be equal to or less than the Maximum Available Fee defined in (b)(1) above. The Available Fee shall be established considering the level of complexity, difficulty, cost effectiveness, and risk associated with specific objectives/incentives defined in the Performance Evaluation and Measurement Plan (PEMP), including work involving multiple-site taskings/objectives. Higher or lower levels of complexity, difficulty, cost effectiveness, and risk will correspondingly allow a higher or lower

Contract No. DE-AC05-00OR22800

Modification No. M003

Page 3 of 3

available fee. The portion of this Available Fee defined as award fee versus performance-based incentives will be determined for each period during the negotiation of the requirements in the PEMP. In the event the parties are unable to reach agreement on the Available Fee amount, the Government reserves the right to unilaterally establish the Available Fee amount. The Contract will be modified to reflect the Available Fee for each period.

(5) RESERVED

(6) The Available Fees for the specified Contract Periods are set forth below:

<u>Contract Periods</u>	<u>Available Fee</u>
November 1, 2000, through September 30, 2001	
Award Fee	\$ 7,058,334
Performance-Based Incentives	<u>\$13,108,332</u>
Total	\$20,166,666

Fee for the above period will be earned by the contractor based on performance related to both the award fee performance objectives and performance based incentives which are contained in the Performance Evaluation and Measurement Plan.

(7) There will be no fee paid for the transition period.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE AC		PAGES OF PAGES 1 4
2. AMENDMENT/MODIFICATION A002	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE U. S. Department of Energy Oak Ridge Operations Office Procurement and Contracts Division, AD-421 P. O. Box 2001 Oak Ridge, TN 37831- 8756		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BWXT Y-12 1055 Commerce Park Drive Suite 300 Oak Ridge, Tennessee 37830		(X)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER DE-AC05-00OR22800	
CODE	FACILITY CODE		10B. DATED (SEE ITEM 13) 8/31/2000	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended. is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOU ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Obligate \$ 2,000,000

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ ORDERS,
IT MODIFIES CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

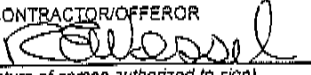
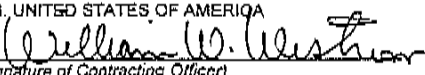
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Article I.90 and Public Law 95-91

E. IMPORTANT: Contractor is not, X is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/ MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE 2

Except as provided herein, all terms and conditions of the document referenced in item 9A and 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Ron Wessel Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) William W. Wistrom Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 10/16/00	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 10/16/2000

SN 7540-01-152-8070
REVISED EDITION UNUSABLE

30-105

STANDARD FORM 30
Prescribed by GSA (Rev. 10-83)

The purpose of this modification is to revise Section B; Clause F.6, Transition Activities; and Clause I-106, Obligation of Funds, as follows:

1. Clause B.2 (a), is deleted and the following is substituted:

B.2 TRANSITION COST, ESTIMATED COST, MAXIMUM AVAILABLE FEE, AND AVAILABLE FEE

a. Estimated Cost:

- (1) The term of the transition period is from September 1, 2000 through October 31, 2000. The transition period will be on a cost reimbursement basis and the estimated cost will be negotiated after contract award.
- (2) The Estimated Cost for the Fiscal Year (FY) 2001 period of performance is \$567,376,000 (including fee).

2. Clause B.4 is deleted in its entirety.

3. Clause F-6, Transition Activities, is deleted and the following is substituted:

F.6 Transition Activities

- (a) During the period of the transition, specified in the clause in Section F entitled, "Term of Contract," the Contractor shall perform those activities essential to assume responsibility for the contract work on November 1, 2000. The essential transition activities shall be conducted in accordance with the Contractor's baselined Transition Schedule dated September 22, 2000 and its revised budget dated September 14, 2000.

The Contractor shall coordinate its activities with DOE and the incumbent contractor so as to accomplish these activities in a manner that will provide an effective transition of personnel and work activities while minimizing the cost of this effort. The Contractor shall also establish effective communications with other DOE on-site prime contractors as necessary.

The due diligence activities pursuant to Clause I.113 "Pre-existing Conditions" will be done in two phases in accordance with BWXT Y-12's Due Diligence Plan. The Transition Phase will include high level walkdowns of all facilities in accordance with BWXT Y-12's detailed checklists. The results of these walkdowns will be submitted periodically during transition. Checklists describing Post-Transition Phase activities will be submitted before the close of Transition. Post Transition Due Diligence Walkdowns will be completed and a final report submitted by April 30, 2001.

- (b) The Contractor shall utilize any government furnished facilities and equipment that are available in order to minimize costs. The Contractor may, subject to agreement with the incumbent contractor, utilize incumbent contractor personnel on a loaned basis or arrange for early transition of employees to the Contractor as appropriate. In addition, the Contractor may utilize the services of subcontractors of the incumbent contractor with agreement from the incumbent contractor.

(c) Costs of Transition are as follows:

Total Direct Labor, fringe	\$2,771,912
Overhead & G&A	
Facilities, supplies, etc	163,720
Temporary living and travel	675,841
Relocation expenses	984,655
Subcontracts	140,300
G&A on Non-Labor Costs	<u>263,572</u>
Total Transition Costs	\$ 5,000,000

The allowable portion of Relocation expenses for the Management Team will be considered Transition Costs if incurred between September 01, 2000 and September 30, 2001.

The Contractor shall report costs to DOE on a weekly basis in the same format that has been previously agreed to for the Cost, Schedule & Issues Report. The total transition costs are not to exceed \$ 5,000,000 without the prior approval of the DOE Contracting Officer.

(d) The Contractor shall submit monthly invoices to the addressees prescribed below:

Original to:

U.S. Department of Energy
Oak Ridge Operations Office
Oak Ridge Financial Service Center
ATTN: Payment Services and Accounting
P.O. Box 6017
Oak Ridge, Tennessee 37831

One copy to:

U.S. Department of Energy
Oak Ridge Operations Office
ATTN: Mark Livesay
P.O. Box 2001
Oak Ridge, Tennessee 37831

One copy to:

U.S. Department of Energy
Oak Ridge Operations Office
ATTN: William Wistrom
Contracting Officer
P.O. Box 2001
Oak Ridge, Tennessee 37831

The Contractor shall provide one copy of all reports prepared as part of this transition, including but not limited to, readiness reports, readiness plans, status reports, assessments, etc. to the DOE Contracting Officer's Representative for Transition.

- (e) In addition to communications as described in paragraph (a) above, the Contractor shall provide to DOE on a timely basis the schedules for transition activities including facility walkdowns and assessments and program reviews.

While open and direct communication is essential between all parties, official contract direction or interpretation can be provided only by the Contracting Officer and the Contracting Officer's Representative for Transition.

- (f) The Readiness Determination process will consist of the following major elements:

- (1) The Contractor will declare its readiness to assume operations. Readiness will be documented by a log of sign off sheets for each essential milestone executed by the BWXT Y-12, LMES, and DOE leads for each milestone plus the DOE Transition Manager.
- (2) The Contractor will then conduct a review of the actions and activities that have taken place during the transition to demonstrate to DOE the adequacy and effectiveness of its preparations for assuming operations. This review is to be held prior to the end of the transition period to allow any remaining concerns to be addressed.
- (3) The Contractor will prepare a "Transfer Agreement" which is to be signed by BWXT Y-12, the Department of Energy, and Lockheed Martin Energy Systems, Inc. prior to November 1, 2000.

4. Clause 1.90, 970.5204-15, Obligation of Funds (Apr 1994) (Modified), is revised as follows:

The first sentence of paragraph (a) is hereby changed to read as follows: "The amount presently obligated by the Government with respect to this contract is \$5,000,000." This represents an increase of \$ 2,000,000 from the previous amount.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE AC	PAGES OF PAGES 1 3
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2. AMENDMENT/MODIFICATION A001	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO. 05-00OR22800.001	5. PROJECT NO. (If applicable)
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6. ISSUED BY CODE U. S. Department of Energy Oak Ridge Operations Office, AD-421 P. O. Box 2001 Oak Ridge, TN 37831	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BWXT Y-12, LLC 1055 Commerce Park Drive, Suite 300 Oak Ridge, TN 37830 (865) 483-6626	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER DE-AC05-00OR22800
CODE FACILITY CODE		10B. DATED (SEE ITEM 13) August 31, 2000

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers ___ is extended. ___ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOU ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
820201 ORGO 252 TSKOR22800TRANS Obligate \$3,000,000

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ ORDERS.
IT MODIFIES CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Public Law 95-91, Contract Clause I.90 and mutual agreement between the parties

E. IMPORTANT: Contractor ___ is not, X ___ is required to sign this document and return _2_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/ MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Except as provided herein, all terms and conditions of the document referenced in Item 9A and 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) John T. Mitchell President, BWXT Y-12, LLC		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) G. Leah Dever Manager, NNSA, ORO	
15B. CONTRACTING OFFICER (Signature of person authorized to sign)	15C. DATE SIGNED 1 Sept '00	16B. UNITED STATES OF AMERICA BY G. Leah Dever (Signature of Contracting Officer)	16C. DATE SIGNED 9/1/00

THE PURPOSE OF THIS MODIFICATION IS TO EFFECT THE FOLLOWING:

Note: Modification subject matter(s) and changes are indicated by bold print.

1. Obligate \$3,000,000:

Clause B.4, Obligation of Funds is revised to read:

Pursuant to the Section I Clause entitled "Obligation of Funds," the total amount obligated by the Government with respect to this Contract is **\$3,000,000**.

Clause I.90, DEAR 970.5204-15 (MODIFIED), Obligation of Funds, the first sentence of paragraph (a) is revised to read:

- (a) Obligation of funds. The amount presently obligated by the Government with respect to this contract is **\$ 3,000,000**.

2. Revise Clause G.2, Contract Administration as follows:

The contract will be administered by:

U.S. Department of Energy
Oak Ridge Operations Office
Procurement and Contracts Division, **AD-421**
ATTN: **William W. Wistrom, Contracting Officer**
P.O. Box 2001
Oak Ridge, Tennessee 37831

Written communication shall make reference to the contract number and shall be mailed to the CO at the above address.

3. Make date changes to the contract resulting from a change to the transition period as follows:

a. Clause F.1, Term of Contract is revised to read:

The term of this contract is from the effective date of contract award through September 30, 2005, which includes the transition period. The transition period will commence on the effective date of the award and continue through **October 31, 2000**. The Government may extend the term of the contract by unilaterally exercising the options pursuant to the clause entitled "Option to Extend the Term of the Contract" in this Section F.

b. Clause F.6, Transition Activities, paragraph (a) is revised to read:

During the period of the transition, specified in the clause in Section F entitled, "Term of Contract," the Contractor shall perform those activities necessary to be prepared to assume responsibility for the Contract work **on November 1, 2000**.

c. Clause H.6, Government-owned Property and Equipment is revised to read:

On **November 1, 2000**, the Contractor shall accept the transfer of and accountability for Government-owned property and equipment, "as-is, where is" based on existing Personal Property Accountability records, from Contract No. DE-AC05-84OR21400. The Contractor shall be accountable for Government-owned property and equipment in accordance with the provisions of the clause entitled "Property" in Section I of this contract.

d. Clause H.9, Assignment of Existing Agreements and Subcontracts, first sentence is revised to read:

On **November 1, 2000**, existing agreements and subcontracts entered into by the incumbent Contractor under Contract No. DE-AC05-84OR21400 shall be assigned to the successor Contractor.

e. Clause H.30, Advance Understanding on Human Resources, paragraph (b) is revised to read:

Employee Transition and Continuity of Employment, Pay and Benefits. On **November 1, 2000**, all incumbent non-management employees will become employees of the Contractor.

f. Clause I.113, DEAR 970.5204-75 PREEXISTING CONDITIONS (JUN 1997) ALTERNATE II (JUN 1997) is revised as follows:

- (a) The DOE agrees to reimburse the Contractor, and the Contractor shall not be held responsible, for any liability (including without limitation, a claim involving strict or absolute liability and any civil fine or penalty), expense, or remediation cost, but limited to those of a civil nature, which may be incurred by, imposed on, or asserted against the Contractor arising out of any condition, act, or failure to act which occurred before the Contractor assumed responsibility on **November 1, 2000**. To the extent the acts or omissions of the Contractor cause or add to any liability, expense or remediation cost resulting from conditions in existence prior to **November 1, 2000**, the Contractor shall be responsible in accordance with the terms and conditions of this contract.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED